Filing at a Glance

Company: Continental Western Insurance Company

Product Name: 2009 CU Form CWIC Filing	SERFF Tr Num: UNON-125914875	State: Arkansas
TOI: 17.2 Other Liability - Occurrence Only	SERFF Status: Closed	State Tr Num: #10035846 $50
Sub-TOI: 17.2020 Commercial Umbrella & Excess	Co Tr Num: 09-CU-FM-3	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts
	Authors: Frances Linker, Tamara Manuel	Disposition Date: 01/07/2009
	Date Submitted: 12/22/2008	Disposition Status: Approved

Effective Date Requested (New): On Approval
Effective Date (New):
Effective Date Requested (Renewal): On Approval
Effective Date (Renewal):

State Filing Description:

General Information

Project Name: 01-09 AR CU Form CWIC Filing
Status of Filing in Domicile:
Project Number:
Domicile Status Comments:
Reference Organization: ISO
Reference Number: CU-2007-OCTFR, CU-2000-OFR00, CU-2004-OFR03, CU-2004-OSIEF, CU-2005-OFR05, CU-2001-OEDFR, CU-2001-OFRCU, CU-2007-OEPFR, CL-2007-OPR07, CL-2001-OFR01, CU-2006-OTRFR and CL-2007-OTRL1
Reference Title:
Advisory Org. Circular:
Filing Status Changed: 01/07/2009
State Status Changed: 01/07/2009
Deemer Date:
Corresponding Filing Tracking Number:

Filing Description:

For all business, Continental Western Insurance Company proposes to implement ISO's Commercial Umbrella program in place of their independent program. They propose adopting forms in ISO reference document numbers: CU-2007-

OCTFR, CU-2000-OFR00, CU-2004-OFR03, CU-2004-OSIEF, CU-2005-OFR05, CU-2001-OEDFR, CU-2001-OFRCU, CU-2007-OEPFR, CL-2007-OPR07, CL-2001-OFR01, CU-2006-OTRFR and CL-2007-OTRL1 effective upon approval.

We also wish to adopt the company forms on the form schedule tab.

Our check for $50.00 will be mailed shortly.

If you have any questions, please call me at 800-444-0049, extension 2843. My fax number is 972-719-2348 or my email address is tmanuel@usic.com.

Company and Contact

Filing Contact Information

Frances Linker, Compliance Analyst	flinker@usic.com
P. O. Box 152180	(972) 719-2400 [Phone]
Irving, TX 75015-2180	(972) 719-2301[FAX]

Filing Company Information

Continental Western Insurance Company	CoCode: 10804	State of Domicile: Iowa
P. O. Box 152180	Group Code: 98	Company Type: P & C
Irving, TX 75015-2180	Group Name: W. R. Berkley	State ID Number:
(972) 719-2400 ext. 2465[Phone]	FEIN Number: 42-0594770	

Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Continental Western Insurance Company	$0.00		

SERFF Tracking Number:	*UNON-125914875*	*State:*	*Arkansas*
Filing Company:	*Continental Western Insurance Company*	*State Tracking Number:*	*#10035846 $50*
Company Tracking Number:	*09-CU-FM-3*		
TOI:	*17.2 Other Liability - Occurrence Only*	*Sub-TOI:*	*17.2020 Commercial Umbrella & Excess*
Product Name:	*2009 CU Form CWIC Filing*		
Project Name/Number:	*01-09 AR CU Form CWIC Filing/*		

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0010035846	$50.00	12/05/2008

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	01/07/2009	01/07/2009

Disposition

Disposition Date: 01/07/2009

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Form	Contractual Liability Following Form	Approved	Yes
Form	Driver Exclusion	Approved	Yes
Form	Electromagnetic Fields & Radiation Exclusion	Approved	Yes
Form	Jones Act Exclusion	Approved	Yes
Form	Tobacco Health Hazard Exclusion	Approved	Yes
Form	Volunteer Workers Exclusion	Approved	Yes
Form	Absolute Exclusion - Transmissible Spongiform Encephalopathies (And Related Diseases) And Foot-and-Mouth Disease	Approved	Yes
Form	Pressure Treated Wood Exclusion	Approved	Yes
Form	Residential Construction, Design or Development Exclusion	Approved	Yes
Form	Exclusion – Welding Fumes and Other Harmful Welding Emissions or By-Products	Approved	Yes
Form	Products & Completed Operations Liability Assumed By Contract Exclusion	Approved	Yes
Form	Inspection, Appraisal & Survey Companies Exclusion	Approved	Yes
Form	Real Estate Agents or Brokers Errors or Omissions Exclusion	Approved	Yes
Form	Designated Professional Services Exclusion	Approved	Yes
Form	Schools Errors & Omissions Exclusion	Approved	Yes
Form	Lead Exclusion	Approved	Yes
Form	Property Damage to Crops Exclusion	Approved	Yes
Form	Products-Completed Operatins Hazard Exclusion, Including Products-Completed Operations Hazard & Including Failure to Warn	Approved	Yes
Form	Exclusion – Designated Products – Completed Operations – Including the Products – Completed Operations	Approved	Yes

	Hazard, and Including Failure to Warn		
Form	Communicable Disease Exclusion	Approved	Yes
Form	Directors & Officers Exclusion	Approved	Yes
Form	Designated Professional Services Coverage (FF)	Approved	Yes
Form	Cross Suits	Approved	Yes
Form	Computer Related Services E & O Exclusion	Approved	Yes
Form	Druggists	Approved	Yes
Form	Druggists Professional Services Exclusion Amendatory Endorsement	Approved	Yes
Form	Druggists Products & Professional Services Exclusion	Approved	Yes
Form	Diagnostic Testing Laboratories Exclusion	Approved	Yes
Form	Blood Bands Professional Services - Exclusion	Approved	Yes
Form	Printers Errors & Omissions - Limitation of Coverage	Approved	Yes
Form	Optical & Hearing Aid Establishments	Approved	Yes
Form	Veterinarians Professional Liability - Limitation of Coverage	Approved	Yes
Form	Barbers & Beauticians Professional Liability - Limitation of Coverage	Approved	Yes
Form	Morticians/Funeral Directors & Cemetery Professional Liability - Limitation of Coverage	Approved	Yes
Form	Aircraft & Watercraft Absolute Exclusion	Approved	Yes
Form	Aircraft Products & Aircraft Grounding Hazard Exclusion	Approved	Yes
Form	Avian Influenza A (Avian Flu) - Absolute Exclusion	Approved	Yes
Form	Punitive Damages Exclusion	Approved	Yes
Form	Automobile Dealer Errors & Omissions Exclusion	Approved	Yes
Form	Real Estate Property Managed	Approved	Yes
Form	Asbestos Exclusion	Approved	Yes

Form	Exclusion – Property (Other than Buildings) Rented or Leased to Others	Approved	Yes
Form	Property in Your Care, Custody or Control Exclusion	Approved	Yes
Form	Travel Agents Errors & Omissions Exclusion & Tours Limitation	Approved	Yes
Form	Aggregate Limit or Insurance - Amendment	Approved	Yes
Form	Premium Audit Changes	Approved	Yes
Form	Per Location and Products – Completed Operations Aggregate Limits of Insurance	Approved	Yes
Form	Counseling Professional Liability Coverage Endorsement	Approved	Yes
Form	Products-Completed Operations Hazard Following Form	Approved	Yes
Form	Contractors Limitation Endorsement	Approved	Yes
Form	Liquor Liability Exclusion Amendatory Endorsement	Approved	Yes
Form	Broad Form Products & Work Coverage (Auto Repair Operation)	Approved	Yes
Form	Educational Institutions Umbrella Amendatory Endorsement	Approved	Yes
Form	School District Limitation Endorsement	Approved	Yes
Form	Umbrella Advantage Endorsement	Approved	Yes
Form	Umbrella Advantage Endorsement - Contractors	Approved	Yes
Form	Umbrella Advantage Endorsement - Manufactures	Approved	Yes
Form	Umbrella Advantage Endorsement - Covered Autos	Approved	Yes
Form	Garage Endorsement	Approved	Yes
Form	Auto Dealers - Customers as Insureds (Covered Autos)	Approved	Yes
Form	Electronic Data Liability Exclusion Amendment	Approved	Yes
Form	Umbrella Advantage Endorsement - Garages	Approved	Yes

Form	Employees As Insureds – Auto	Approved	Yes
Form	Employee Hired Autos	Approved	Yes
Form	Condominium Association Directors & Officers Liability Umbrella Coverage	Approved	Yes
Form	Condominium Association Directors & Officers Liability Coverage - Optional Extended Discovery Period Endorsement	Approved	Yes
Form	Employee Benefits Liability Coverage	Approved	Yes
Form	Employee Benefits Liability Coverage - Extended Reporting Period Endorsement	Approved	Yes
Form	Employee Benefits Liability Coverage - Auto Dealers	Approved	Yes
Form	Driving Schools	Approved	Yes
Form	Financial Institutions Endorsement	Approved	Yes
Form	Individual as Named Insured (Solely Owned Business) - Amendatory Endorsement	Approved	Yes
Form	Exclusion – Certain Reimbursement Obligations of Motor Carrier Endorsements	Approved	Yes
Form	Premium Audit Computation Endorsement	Approved	Yes
Form	Limitation – Injury or Damaged Related to Movement of Land, Earth Soil or Mud	Approved	Yes
Form	Hunting Preserves Limitation	Approved	Yes
Form	Oil Industry Limitation Endorsement	Approved	Yes
Form	General Liability Premises/Operations Following Form Endorsement	Approved	Yes
Form	Declarations Extension Endorsement	Approved	Yes
Form	Silica or Silica-Related Dust Exclusion	Approved	Yes
Form	Commercial Liability Umbrella Declarations	Approved	Yes
Form	Welding Fumes & Other Harmful Welding Emissions or By-Products Exclusion	Approved	Yes
Form	Hunting Preserves Limitation Policyholder Notice	Approved	Yes

Form	Fungi or Bacteria (Mold) Exclusion Policyholder Notice	Approved	Yes
Form	Electromagnetic Fields Exclusion Policyholder Notice	Approved	Yes
Form	Absolute Exclusion - Transmissible Spongiform Encephalopathies (And Related Diseases) And Foot-and-Mouth Disease Policyholder Notice	Approved	Yes
Form	Pressure Treated Wood Exclusion Policyholder Notice	Approved	Yes
Form	Lead Exclusion Policyholder Notice	Approved	Yes
Form	Asbestos Exclusion Policyholder Notice	Approved	Yes
Form	Communicable Disease Exclusion Policyholder Notice	Approved	Yes
Form	Absolute Exclusion - Avian Influenza A (Avian Flu) Policyholder Notice	Approved	Yes
Form	Notice to Policyholder Punitive Damages Exclusion	Approved	Yes
Form	Total Pollution Exclusion Policyholder Notice	Approved	Yes
Form	Land Movement or Subsidence Exclusion Policyholder Notice	Approved	Yes
Form	Residential Construction, Design or Development Products/Completed Operations Exclusion Policyholder Notice	Approved	Yes
Form	Silica or Silica-Related Dust Exclusion Policyholder Notice	Approved	Yes
Form	Policyholder Disclosure Notice	Approved	Yes
Form	Notice to Policyholder Regarding Terrorism Changes	Approved	Yes
Form	Policyholder Disclosure Notice of Terrorism Insurance Coverage	Approved	Yes
Form	Arkansas Changes - Employee Benefits Liability Coverage	Approved	Yes
Form	Arkansas Changes - Condominium Association Directors & Officers Liability Coverage	Approved	Yes

Form	Arkansas Changes - Employee Benefits Liability Coverage - Auto Dealers	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Contractual Liability Following Form	CL CU 21 03	08 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: AI CU 26 03 02 & CL CU 21 03 03 02 Previous Filing #:	0.00	CL CU 21 03 08 08, Contractual Liability .pdf CL CU 21 03 08 08 strikethru.pdf
Approved	Driver Exclusion	CL CU 21 05	03 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: CL CU 21 05 03 02 Previous Filing #:	0.00	CL CU 21 05 03 08, Driver Exclusions.pdf CL CU 21 05 03 08 strikethru.pdf
Approved	Electromagnetic Fields & Radiation Exclusion	CL CU 21 06	08 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: CL CU 21 06 03 02 Previous Filing #:	0.00	CL CU 21 06 08 08, Electromagnetic Fields Excl.pdf CL CU 21 06 08 08 strikethru.pdf
Approved	Jones Act Exclusion	CL CU 21 09	08 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: CL CU 21 09 03 02 Previous Filing #:	0.00	CL CU 21 09 08 08, Jones Act Exclusion.pdf CL CU 21 09 08 08 strikethru.pdf
Approved	Tobacco Health Hazard Exclusion	CL CU 21 12	08 08	Endorsement/Amendment/Conditi Replaced	Replaced Form #: CL CU 21 12 03 02	0.00	CL CU 21 12 08 08, Tobacco

			ons	Previous Filing #:	Health Hazard Excl.pdf CL CU 21 12 08 08 strikethru.pdf
Approved	Volunteer Workers Exclusion	CL CU 21 08 08 18	Endorsement/Amendment/Conditions Replaced	Replaced Form #: CL CU 21 18 03 02 Previous Filing #: 0.00	CL CU 21 18 08 08, Excl - Volunteer Workers.pdf CL CU 21 18 08 08 strikethru.pdf
Approved	Absolute Exclusion - Transmissible Spongiform Encephalopathies (And Related Diseases) And Foot-and-Mouth Disease	CL CU 21 08 08 28	Endorsement/Amendment/Conditions Replaced	Replaced Form #: CL CU 21 28 11 03 Previous Filing #: 0.00	CL CU 21 28 08 08, Absolute Exclusion - TSE, CWD, or FMD.pdf CL CU 21 28 08 08, Absolute Excl str.pdf
Approved	Pressure Treated Wood Exclusion	CL CU 21 08 08 29	Endorsement/Amendment/Conditions Replaced	Replaced Form #: CL CU 21 29 11 03 Previous Filing #: 0.00	CL CU 21 29 08 08, Pressure Treated Wood Exc.pdf CL CU 21 29 08 08 st.pdf
Approved	Residential Construction, Design or Development Exclusion	CL CU 21 08 08 34	Endorsement/Amendment/Conditions Replaced	Replaced Form #: CL CU 21 34 06 04 Previous Filing #: 0.00	CL CU 21 34 08 08, Rsdnl Dvelpmt Excl..pdf CL CU 21 34 08 08 strike thru.pdf

Approved	Exclusion – Welding Fumes and Other Harmful Welding Emissions or By-Products	CL CU 21 40	08 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: CL CU 21 40 07 06 Previous Filing #:	0.00	CL CU 21 40 08 08, Welding Fumes Excl.pdf CL CU 21 40 08 08 str.pdf
Approved	Products & Completed Operations Liability Assumed By Contract Exclusion	CL CU 21 44	08 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: AI CU 21 03 02 Previous Filing #:	0.00	CL CU 21 44 08 08, Excl PCO by Contract (Assumed Prods).pdf CL CU 21 44 08 08 str.pdf
Approved	Inspection, Appraisal & Survey Companies Exclusion	CL CU 21 48	01 07	Endorsement/Amendment/Conditions New		0.00	CL CU 21 48 01 07, Excl Inspection, Appraisal.pdf
Approved	Real Estate Agents or Brokers Errors or Omissions Exclusion	CL CU 21 53	01 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #: AI CU 44 03 02 Previous Filing #:	0.00	CL CU 21 53 01 07, Excl Real Estate E&O.pdf CL CU 21 53 01 07-str.pdf
Approved	Designated Professional Services Exclusion	CL CU 21 54	01 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #: AI CU 14 03 02 Previous Filing #:	0.00	CL CU 21 54 01 07, Excl Designated Professional.pdf CL CU 21 54 01 07 st.pdf
Approved	Schools Errors & Omissions Exclusion	CL CU 21 62	12 07	Endorsement/Amendment/Conditions New		0.00	CL CU 21 62 12 07 Excl Schools E&O.pdf

Approved	Lead Exclusion	CL CU 21 75	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 21 75 08 08, Lead Excl.pdf
Approved	Property Damage to Crops Exclusion	CL CU 21 76	01 07	Endorsement/Amendment/Conditions	New	0.00	CL CU 21 76 01 07, Excl PD to Crops.pdf
Approved	Products-Completed Operatins Hazard Exclusion, Including Products-Completed Operations Hazard & Including Failure to Warn	CL CU 21 78	08 08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #: CL CU 21 78 07 07 Previous Filing #:	0.00	CL CU 21 78 08 08, Prods-CO Total Excl.pdf CL CU 21 78 08 08 strikethru.pdf
Approved	Exclusion – Designated Products – Completed Operations – Including the Products – Completed Operations Hazard, and Including Failure to Warn	CL CU 21 79	08 08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #: CL CU 21 79 07 07 Previous Filing #:	0.00	CL CU 21 79 08 08, PCO Total Excl for Specific Products.pdf CL CU 21 79 08 08 strikethru.pdf
Approved	Communicable Disease Exclusion	CL CU 21 80	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 21 80 08 08, Excl Communicable Disease.pdf
Approved	Directors & Officers	CL CU 21 81	01 07	Endorsement/Amendm	Replaced	Replaced Form #: AI CU 29 03 02	0.00	CL CU 21 81 01 07,

	Exclusion			ent/Conditi ons	Previous Filing #:		Directors & Offices Excl.pdf CL CU 21 81 01 07 str.pdf
Approved	Designated Professional Services Coverage (FF)	CL CU 21 83	01 07	Endorseme nt/Amendm ent/Conditi ons	Replaced Form #: AI CU 57 03 02 Previous Filing #:	0.00	CL CU 21 83 01 07, Designated Professional Services FF.pdf CL CU 21 83 01 07 - str.PDF
Approved	Cross Suits	CL CU 21 89	08 08	Endorseme nt/Amendm ent/Conditi ons	Replaced Form #: AI CU 27 03 02 Previous Filing #:	0.00	CL CU 21 89 08 08, Cross Suits.pdf CL CU 21 89 08 08 str.pdf
Approved	Computer Related Services E & O Exclusion	CL CU 21 90	08 08	Endorseme nt/Amendm ent/Conditi ons	Replaced Form #: AI CU 28 03 02 Previous Filing #:	0.00	CL CU 21 90 08 08, Computer Related Services E&O Excl.pdf CL CU 21 90 08 08 str.pdf
Approved	Druggists	CL CU 21 91	08 08	Endorseme nt/Amendm ent/Conditi ons	New	0.00	CL CU 21 91 08 08, Druggists.pd f
Approved	Druggists Professional Services Exclusion Amendatory Endorsement	CL CU 21 92	08 08	Endorseme nt/Amendm ent/Conditi ons	New	0.00	CL CU 21 92 08 08, Prof. Serv. Excl. Amndtry End - Druggists.pd

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Approved	Druggists Products & Professional Services Exclusion	CL CU 21 93	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 21 93 08 08, Druggists Products & Prof. Servs. Exclusion.pdf
Approved	Diagnostic Testing Laboratories Exclusion	CL CU 21 94	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 21 94 08 08, Exclusion - Diagnostic Testing Laboratories.pdf
Approved	Blood Bands Professional Services - Exclusion	CL CU 21 95	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 21 95 08 08, Exclusion - Prof. Liab. - Blood Banks.pdf
Approved	Printers Errors & Omissions - Limitation of Coverage	CL CU 21 96	08 08	Endorsement/Amendment/Conditions	Replaced Replaced Form #: AI CU 40 03 02 & AI CU 41 03 02 Previous Filing #:	0.00	CL CU 21 96 08 08, Printers E&O - Limitation of Cov.pdf CL CU 21 96 08 08 str.pdf
Approved	Optical & Hearing Aid Establishments	CL CU 21 97	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 21 97 08 08, Optical & Hearing Aid Establishments.pdf
Approved	Veterinarians Professional Liability - Limitation of	CL CU 21 98	08 08	Endorsement/Amendment/Conditions	Replaced Replaced Form #: CL CU 99 12 03 02 Previous Filing #:	0.00	CL CU 21 98 08 08, Vets Prof. Liab - Limitation of

	Coverage						Cov.pdf CL CU 21 98 08 08 - str.pdf
Approved	Barbers & Beauticians Professional Liability - Limitation of Coverage	CL CU 21 99	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 21 99 08 08, Barbers-Beauty Prof. - Limitation Of Cov..pdf
Approved	Morticians/Funeral Directors & Cemetery Professional Liability - Limitation of Coverage	CL CU 22 00	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 22 00 08 08, Morticians & Cemetery Prof.-Limitation.pdf
Approved	Aircraft & Watercraft Absolute Exclusion	CL CU 22 04	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 22 04 08 08, Absolute Excl - Aircraft & Watercraft.pdf
Approved	Aircraft Products & Aircraft Grounding Hazard Exclusion	CL CU 22 05	08 08	Endorsement/Amendment/Conditions	Replaced Replaced Form #: CL CU 21 01 03 02 Previous Filing #:	0.00	CL CU 22 05 08 08, Aircraft Products Exclusion.pdf CL CU 22 05 08 08-str.pdf
Approved	Avian Influenza A (Avian Flu) - Absolute Exclusion	CL CU 22 07	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 22 07 08 08, Absolute Excl Avian Flu.pdf

Approved	Punitive Damages Exclusion	CL CU 22 08 08	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 22 08 08 08, Punitive Damages Excl.pdf
Approved	Automobile Dealer Errors & Omissions Exclusion	CL CU 22 09	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 22 09 08 08, Auto Dealer E&O Excls.pdf
Approved	Real Estate Property Managed	CL CU 22 10	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 22 10 08 08, Real Estate Property Managed.pdf
Approved	Asbestos Exclusion	CL CU 22 11	01 07	Endorsement/Amendment/Conditions	New	0.00	CL CU 22 11 08 08, Asbestos Excl.pdf
Approved	Exclusion – Property (Other than Buildings) Rented or Leased to Others	CL CU 22 12	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 22 12 08 08, Excl - Prop Rented Or Leased To Others.pdf
Approved	Property in Your Care, Custody or Control Exclusion	CL CU 22 13	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 22 13 08 08, Excl Property in CCC.pdf
Approved	Travel Agents Errors & Omissions Exclusion & Tours Limitation	CL CU 22 14	08 08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #: CL CU 99 11 03 02 Previous Filing #:	0.00	CL CU 22 14 08 08, Travel Agents E&O Excl And Tours Limitation.pdf CL CU 22 14 08 08-str.pdf

Approved	Aggregate Limit or Insurance - Amendment	CL CU 24 01	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 24 01 08 08, Per Proj - Loc Agg Amendment.pdf
Approved	Premium Audit Changes	CL CU 24 04	01 07	Endorsement/Amendment/Conditions	New	0.00	CL CU 24 04 01 07, Changes-Premium Audit.pdf
Approved	Per Location and Products – Completed Operations Aggregate Limits of Insurance	CL CU 24 05	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 24 05 08 08, Per location & P&CO Aggr Lmts.pdf
Approved	Counseling Professional Liability Coverage Endorsement	CL CU 24 13	01 07	Endorsement/Amendment/Conditions	New	0.00	CL CU 24 13 01 07 Counseling Prof Cov Limitation.pdf
Approved	Products-Completed Operations Hazard Following Form	CL CU 24 17	01 07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #: AI CU 43 03 02 Previous Filing #: 0.00	CL CU 24 17 01 07, P-CO FF.pdf CL CU 24 17 01 07 str.pdf
Approved	Contractors Limitation Endorsement	CL CU 24 20	08 08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #: AI CU 25 04 04 Previous Filing #: 0.00	CL CU 24 20 08 08, Limitation End - Contr.pdf CL CU 24 20 08 08 str.pdf
Approved	Liquor Liability Exclusion Amendatory	CL CU 24 21	08 08	Endorsement/Amendment/Conditi	New	0.00	CL CU 24 21 08 08, Liquor Liab. Excl.

	Endorsement			ons			Amendatory Endst.pdf
Approved	Broad Form Products & Work Coverage (Auto Repair Operation)	CL CU 24 22	08 08	Endorsement/Amendment/Conditions New		0.00	CL CU 24 22 08 08, Br Form Products & Work (Auto Repair).pdf
Approved	Educational Institutions Umbrella Amendatory Endorsement	CL CU 24 23	08 08	Endorsement/Amendment/Conditions New		0.00	CL CU 24 23 08 08, Ed. Inst. Endst.pdf
Approved	School District Limitation Endorsement	CL CU 24 24	08 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: CL CU 99 10 03 02 Previous Filing #:	0.00	CL CU 24 24 08 08, School District Limitation.pdf CL CU 24 24 08 08-str.pdf
Approved	Umbrella Advantage Endorsement	CL CU 24 26	08 08	Endorsement/Amendment/Conditions New		0.00	CL CU 24 26 08 08, Umb Advantage End.pdf
Approved	Umbrella Advantage Endorsement - Contractors	CL CU 24 27	08 08	Endorsement/Amendment/Conditions New		0.00	CL CU 24 27 08 08, Umb Adv End - Contractors.pdf
Approved	Umbrella Advantage Endorsement - Manufactures	CL CU 24 28	08 08	Endorsement/Amendment/Conditions New		0.00	CL CU 24 28 08 08, Umb Adv End - Mfg..pdf
Approved	Umbrella Advantage Endorsement -	CL CU 24 29	08 08	Endorsement/Amendment/Conditi New		0.00	CL CU 24 29 08 08, Umbr Advantage

	Covered Autos			ons		Endt - Cov. Autos.pdf
Approved	Garage Endorsement	CL CU 24 30	08 08	Endorsement/Amendment/Conditions New	0.00	CL CU 24 30 08 08, Garage Endt.pdf
Approved	Auto Dealers - Customers as Insureds (Covered Autos)	CL CU 24 31	08 08	Endorsement/Amendment/Conditions New	0.00	CL CU 24 31 08 08, Auto Dealers - Customers As Insureds.pdf
Approved	Electronic Data Liability Exclusion Amendment	CL CU 24 32	08 08	Endorsement/Amendment/Conditions New	0.00	CL CU 24 32 08 08, Electronic Data Liab Excl Amndmt.pdf
Approved	Umbrella Advantage Endorsement - Garages	CL CU 24 33	08 08	Endorsement/Amendment/Conditions New	0.00	CL CU 24 33 08 08, Umbrella Adv - Garages.pdf
Approved	Employees As Insureds – Auto	CL CU 24 39	08 08	Endorsement/Amendment/Conditions New	0.00	CL CU 24 39 08 08, Employees As Insureds - Auto.pdf
Approved	Employee Hired Autos	CL CU 24 40	08 08	Endorsement/Amendment/Conditions New	0.00	CL CU 24 40 08 08, Employee Hired Autos.pdf
Approved	Condominium Association Directors & Officers Liability Umbrella	CL CU 27 04	08 08	Endorsement/Amendment/Conditions New	0.00	CL CU 27 04 08 08, Condo Assn D&O Liab Cov.pdf

	Coverage						
Approved	Condominium Association Directors & Officers Liability Coverage - Optional Extended Discovery Period Endorsement	CL CU 27 05	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 27 05 08 08, Ext Discovery Period Endst-Condo D&O.pdf
Approved	Employee Benefits Liability Coverage	CL CU 27 06	08 08	Endorsement/Amendment/Conditions	Replaced Form #: AI CU 32 03 02 Previous Filing #:	0.00	CL CU 27 06 08 08, Empl Bnfts Liab Cov.pdf CL CU 27 06 08 08 str.pdf
Approved	Employee Benefits Liability Coverage - Extended Reporting Period Endorsement	CL CU 27 07	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 27 07 08 08, Extended Reporting Period For EBL.pdf
Approved	Employee Benefits Liability Coverage - Auto Dealers	CL CU 27 12	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 27 12 08 08, Empl Bnfts Liab - Auto Dealers.pdf
Approved	Driving Schools	CL CU 98 46	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 98 46 08 08, Driving Schools.pdf
Approved	Financial Institutions Endorsement	CL CU 99 04	08 08	Endorsement/Amendment/Conditions	Replaced Form #: CL CU 99 04 03 02 Previous Filing #:	0.00	CL CU 99 04 08 08, Financial Institution Endorsement.pdf cl cu 99 04

						08 08 strike thru.pdf
Approved	Individual as Named Insured (Solely Owned Business) - Amendatory Endorsement	CL CU 99 05	08 08	Endorsement/Amendment/Conditions	Replaced Form #: CL CU 99 05 03 02 Previous Filing #:	0.00 CL CU 99 05 08 08, Indiv. As Named Insd Amendatory End.pdf CL CU 99 05 08 08 strikethru.pdf
Approved	Exclusion – Certain Reimbursement Obligations of Motor Carrier Endorsements	CL CU 99 07	08 08	Endorsement/Amendment/Conditions	Replaced Form #: CL CU 99 07 03 02 Previous Filing #:	0.00 CL CU 99 07 08 08, Excl - Reimb. Obligations of MC Endsts.pdf CL CU 99 07 08 08 - strikethru.pdf
Approved	Premium Audit Computation Endorsement	CL CU 99 09	08 08	Endorsement/Amendment/Conditions	Replaced Form #: CL CU 99 09 09 05 Previous Filing #:	0.00 CL CU 99 09 08 08, Prem. Audit Computation End.pdf CL CU 99 09 08 08 strikethru.pdf
Approved	Limitation – Injury or Damaged Related to Movement of Land, Earth Soil or Mud	CL CU 99 32	08 08	Endorsement/Amendment/Conditions	Replaced Form #: CL CU 99 32 06 04 Previous Filing #:	0.00 CL CU 99 32 08 08, Land Mvmt (Following Form).pdf CL CU 99 32 08 08 strike thru.pdf
Approved	Hunting Preserves	CL CU 99 33	08 08	Endorsement/Amendm	Replaced Form #: CL CU 99 33 01	0.00 CL CU 99 33 08 08,

	Limitation			ent/Conditions	05 Previous Filing #:		Hunting Preserves Limitation.pdf CL CU 99 33 08 08 strike thru.pdf
Approved	Oil Industry Limitation Endorsement	CL CU 99 45	01 07	Endorsement/Amendment/Conditions	New	0.00	CL CU 99 45 01 07, Oil Industry Limitaion.pdf
Approved	General Liability Premises/Operations Following Form Endorsement	CL CU 99 53	08 08	Endorsement/Amendment/Conditions	New	0.00	CL CU 99 53 08, GL PremsOps FF Endst.pdf
Approved	Declarations Extension Endorsement	CL IL 00 06	03 05	Endorsement/Amendment/Conditions	New	0.00	CL IL 00 06 03 05, Declarations Extension Endorsement.pdf
Approved	Silica or Silica-Related Dust Exclusion	CL CU 21 25	08 08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #: CL CU 21 25 07 02 Previous Filing #:	0.00	CL CU 21 25 08 08, Silica Or Silica-related Dust Exclusion.pdf CL CU 21 25 08 08 strikethru.pdf
Approved	Commercial Liability Umbrella Declarations	CWG 19 22	08 08	Declarations/Schedule	New		0.00	CWG 19 22 08 08, USIG Decl. (ISO).pdf
Approved	Welding Fumes & Other Harmful Welding	CL PN 21 05	08 08	Disclosure/Notice	New		0.00	CL PN 21 05 08 08.pdf.pdf

	Emissions or By-Products Exclusion					
Approved	Hunting Preserves Limitation Policyholder Notice	CL PN 21 31	08 08	Disclosure/ New Notice	0.00	CL PN 21 31 08 08.pdf
Approved	Fungi or Bacteria (Mold) Exclusion Policyholder Notice	CL PN 21 32	08 08	Disclosure/ New Notice	0.00	CL PN 21 32 08 08.pdf
Approved	Electromagnetic Fields Exclusion Policyholder Notice	CL PN 21 33	08 08	Disclosure/ New Notice	0.00	CL PN 21 33 08 08.pdf
Approved	Absolute Exclusion - Transmissible Spongiform Encephalopathies (And Related Diseases) And Foot-and-Mouth Disease Policyholder Notice	CL PN 21 34	08 08	Disclosure/ New Notice	0.00	CL PN 21 34 08 08.pdf
Approved	Pressure Treated Wood Exclusion Policyholder Notice	CL PN 21 35	08 08	Disclosure/ New Notice	0.00	CL PN 21 35 08 08.pdf
Approved	Lead Exclusion Policyholder Notice	CL PN 21 36	08 08	Disclosure/ New Notice	0.00	CL PN 21 36 08 08.pdf
Approved	Asbestos Exclusion Policyholder Notice	CL PN 21 37	08 08	Disclosure/ New Notice	0.00	CL PN 21 37 08 08.pdf

Approved	Communicable Disease Exclusion Policyholder Notice	CL PN 21 38 08 08	Disclosure/ Notice	New	0.00	CL PN 21 38 08 08.pdf
Approved	Absolute Exclusion - Avian Influenza A (Avian Flu) Policyholder Notice	CL PN 21 39 08 08	Disclosure/ Notice	New	0.00	CL PN 21 39 08 08.pdf
Approved	Notice to Policyholder Punitive Damages Exclusion	CL PN 21 40 08 08	Disclosure/ Notice	New	0.00	CL PN 21 40 08 08.pdf
Approved	Total Pollution Exclusion Policyholder Notice	CL PN 21 41 08 08	Disclosure/ Notice	New	0.00	CL PN 21 41 08 08.pdf
Approved	Land Movement or Subsidence Exclusion Policyholder Notice	CL PN 21 42 08 08	Disclosure/ Notice	New	0.00	CL PN 21 42 08 08.pdf
Approved	Residential Construction, Design or Development Products/Completed Operations Exclusion Policyholder Notice	CL PN 21 43 08 08	Disclosure/ Notice	New	0.00	CL PN 21 43 08 08.pdf
Approved	Silica or Silica-Related Dust Exclusion Policyholder	CL PN 21 44 08 08	Disclosure/ Notice	New	0.00	CL PN 21 44 08 08.pdf

	Notice						
Approved	Policyholder Disclosure Notice	CL PN 01 47	03 08	Disclosure/ Notice	New	0.00	CL PN 01 47 03 08, Initial or Ren Offer PN.pdf
Approved	Notice to Policyholder Regarding Terrorism Changes	CL PN 02 42	12 07	Disclosure/ Notice	New	0.00	CL PN 02 42 12 07, Other-than-GA.pdf
Approved	Policyholder Disclosure Notice of Terrorism Insurance Coverage	CL PN 02 49	03 08	Disclosure/ Notice	New	0.00	CL PN 02 49 03 08, Terr After Qte.pdf
Approved	Arkansas Changes - Employee Benefits Liability Coverage	CL CU 27 08	08 08	Endorsement/Amendment/Conditions	New		CL CU 27 08 08 08.PDF
Approved	Arkansas Changes - Condominium Association Directors & Officers Liability Coverage	CL CU 27 09	08 08	Endorsement/Amendment/Conditions	New		CL CU 27 09 08 08.PDF
Approved	Arkansas Changes - Employee Benefits Liability Coverage - Auto Dealers	CL CU 27 14	08 08	Endorsement/Amendment/Conditions	New		CL CU 27 14 08 08, AR Chgs .PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion **b.** under Paragraph **2. Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Exclusion **a.(5)** under Paragraph **2. Exclusions** of **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** are deleted in their entirety and replaced with the following:

This insurance does not apply to:

Contractual Liability

"Bodily injury", "property damage", or "personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to the extent that valid underlying insurance for contractual liability exists for the full limits shown for Commercial General Liability in the Declarations under the Schedule of "underlying insurance" or would have existed but for the reduction or exhaustion of such underlying limits due to the payment of claims, settlements or judgments. Unless stated otherwise, coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

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CONTRACTUAL LIABILITY FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

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Contractual Liability

"Bodily injury", "property damage", or "personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to the extent that valid underlying insurance for contractual liability exists for the full limits shown for Commercial General Liability in the Declarations under the Schedule of "underlying insurance" or would have existed but for the reduction or exhaustion of such underlying limits due to the payment of claims, settlements or judgments. Unless stated otherwise, coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DRIVER EXCLUSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided for the ownership, maintenance, or use of "covered autos", the Coverage Form is modified as follows:

Paragraph **2. Exclusions** of **Coverage A – Bodily Injury And Property Damage Liability** is revised to add the following exclusion:

Driver Exclusions

“Bodily injury” or “property damage” arising out of the ownership, maintenance or use of any “covered auto” or any other motor vehicle while such “covered auto” or other motor vehicle is being operated by any person who is specifically excluded by endorsement in the “underlying insurance” for “autos”.

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DRIVER EXCLUSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided for the ownership, maintenance, or use of "covered autos", the Coverage Form is modified as follows:

Paragraph **2. Exclusions** of **Coverage A – Bodily Injury And Property Damage Liability** is revised to add the following exclusion:

Driver Exclusions

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "covered auto" or any other motor vehicle while such "covered auto" or other motor vehicle is being operated by any person who is specifically excluded by endorsement in the "underlying insurance" for "autos".

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EXCLUSION – ELECTROMAGNETIC FIELDS AND RADIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Electromagnetic Fields

1. "Bodily injury", "property damage", ”personal and advertising injury" or “reduction in value” arising out of, caused by, resulting from, or in any way attributable, either directly or indirectly, or in whole or in part, to any actual, alleged, threatened or suspected exposure to “electromagnetic fields”. Such injury from or exposure to “electromagnetic fields” also includes, but is not limited to:

a. Any manufacture, construction, or design in connection with any “electromagnetic field”, including, but not limited to, any structures, manufacturing processes or products containing or utilizing any “electromagnetic field”;

b. Any supervision, instructions, recommendations, advice, warnings or disclosures given, or which should have been given, in connection with any “electromagnetic field”;

c. Any failure or alleged failure to test for, monitor, abate, mitigate, decontaminate, or in any way respond to, or assess the effects of, any “electromagnetic field”;

d. Any obligation to share damages and/or costs with or to repay someone else who must pay damages and/or costs because of such injury or damage"; and/or

e. Any “reduction in value” of any real or personal property as a result of the existence of any transmission sources, lines or any other similar equipment, property, or products(s), whether or not owned or sold by any insured, regardless of the nature of the cause-of-action against any insured.

2. Any loss, cost or expenses arising out of any:

a. Demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, abate, mitigate, decontaminate, or in any way respond to, or assess the effects of, any “electromagnetic field” or exposure to any “electromagnetic field”; or

b. Testing for, monitoring, abating, mitigating, decontaminating, or in any way responding to, or assessing the effects of, any “electromagnetic field”.

B. As used in this endorsement:

1. "Bodily injury" means bodily injury, sickness, disease, shock, fright, fear, mental injury, mental anguish and/or disability sustained and/or that may be sustained in the future, by a person, including death resulting from any of these at any time.

2. “Electromagnetic field” means any electro field and/or electric field and/or magnetic field and/or electromagnetic field and/or radiation and/or like or related physical phenomenon, including, but limited to, that generated or emitted by electricity, electromagnetism, electric power transmission lines, or any electric power, generating, relay or transmission facility.

3. “Personal and advertising injury” means injury and/or fear and/or risk of injury, including consequential “bodily injury”, arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

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

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

4. "Property Damage" means:

a. Physical injury and/or fear and/or risk of physical injury to tangible property or property rights, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury or the advent of conditions giving rise to the fear and/or risk of physical injury that caused it; or

b. Loss of use and/or fear and/or risk of loss of use of tangible property or property rights that is not physically injured. All such loss of use and/or fear and/or risk of loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", electronic data is not tangible property.

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

5. "Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

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ELECTROMAGNETIC FIELDS AND RADIATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Electromagnetic Fields

1. "Bodily injury", "property damage", "personal and advertising injury" or "reduction in value" arising out of, caused by, resulting from, or in any way attributable, either directly or indirectly, or in whole or in part, to any actual, alleged, threatened or suspected exposure to "electromagnetic fields. Such injury from or exposure to "electromagnetic fields" also includes, but is not limited to:

a. Any manufacture, construction, or design in connection with any "electromagnetic field", including, but not limited to, any structures, manufacturing processes or products containing or utilizing any "electromagnetic field";

b. Any supervision, instructions, recommendations, advice, warnings or disclosures given, or which should have been given, in connection with any "electromagnetic field";

c. Any failure or alleged failure to test for, monitor, abate, mitigate, decontaminate, or in any way respond to, or assess the effects of, any "electromagnetic field";

d. Any obligation to share damages and/or costs with or to repay someone else who must pay damages and/or costs because of such injury or damage"; and/or

e. Any "reduction in value" of any real or personal property as a result of the existence of any transmission sources, lines or any other similar equipment, property, or products(s), whether or not owned or sold by any insured, regardless of the nature of the cause-of-action against any insured.

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

a. Demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, abate, mitigate, decontaminate, or in any way respond to, or assess the effects of, any "electromagnetic field" or exposure to any "electromagnetic field"; or

b. Testing for, monitoring, abating, mitigating, decontaminating, or in any way responding to, or assessing the effects of, any "electromagnetic field"; or

B. As used in this endorsement:

1. "Bodily injury" means bodily injury, sickness, disease, shock, fright, fear, mental injury, mental anguish and/or disability sustained and/or that may be sustained in the future, by a person, including death resulting from any of these at any time.

2. "Electromagnetic field" means any electro field and/or electric field and/or magnetic field and/or electromagnetic field and/or radiation and/or like or related physical phenomenon, including, but limited to, that generated or emitted by electricity, electromagnetism, electric power transmission lines, or any electric power, generating, relay or transmission facility.

3. "Personal and advertising injury" means injury and/or fear and/or risk of injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

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b. Malicious prosecution;

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

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

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

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

4. "Property Damage" means:

a. Physical injury and/or fear and/or risk of physical injury to tangible property or property rights, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury or the advent of conditions giving rise to the fear and/or risk of physical injury that caused it; or

b. Loss of use and/or fear and/or risk of loss of use of tangible property or property rights that is not physically injured. All such loss of use and/or fear and/or risk of loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", electronic data is not tangible property.

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

5. "Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

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It is understood and agreed that the insurance afforded by this coverage form does not apply to:

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Injury

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arising out of any actual or alleged exposure, whether direct or indirect, of any person or property, whether real or personal, to electro and/or magnetic and/or

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and/or radiation and/or like or related physical phenomenon including, but not limited to:

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b. Any manufacture, construction and/or design performed in connection with the above; and/or

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"Bodily Injury", "Property Damage", or "Personal Injury

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The costs of abatement or mitigation of

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payment for investigation or defense, fines, penalties or other costs or expenses,

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c. Claim, "suit", demand, judgment, obligation or request to investigate, which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected presence of or exposure to "electromagnetic fields".

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a. Electro and/or magnetic and/or electromagnetic radiation and/or radiation and/or like or related physical phenomenon; or

b. Exposure to electro and/or magnetic and/or electromagnetic fields and/or radiation and/or like or related physical phenomenon;

3. Diminution of real and/or personal property value as a result of the existence of any transmission sources, lines or any other similar equipment, property, or products(s), whether or not owned or sold by any insured, regardless of the nature of the cause-of-action against any insured.

It is further understood and agreed that for any claim made or suit brought which is excluded under the terms of this endorsement, we shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, adjustment or attorney fees arising out of any such claim or suit. In the event that we pursue an investigation, such action does not stop or prejudice our right to deny coverage and/or defense in accordance with this endorsement, other policy provisions, the common and/or statutory law, and/or otherwise.

For purposes of the effect of this exclusion endorsement only, the definitions of "Bodily Injury", "Personal Injury" and "Property Damage" are changed as follows:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

JONES ACT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to injury or damage arising out of:

The federal Merchant Marine Act of 1920 commonly referred to as The Jones Act, or any changes or amendments thereto.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

JONES ACT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to injury or damage arising out of:

The federal Merchant Marine Act of 1920 commonly referred to as The Jones Act, or any changes or amendments thereto.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOBACCO HEALTH HAZARD EXCLUSION

This endorsement modifies insurance provided under the:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Bodily Injury" or "personal and advertising injury", including, but not limited to, the actual or alleged emergence, contraction or exacerbation of any form of cancer, carcinoma, cancerous condition or precancerous condition, heart disease, arterial sclerosis, emphysema or any other lung-related disease, or any other disease of the human body caused by, resulting from, or arising out of the use of, consumption of, ingestion of, inhalation of, absorption of, contact with, or exposure to, any tobacco including, but not limited to, any product containing tobacco, or any product used with or related to the use of tobacco, which is:

1. Owned, used, sold, distributed, handled, stored, or controlled, including but not limited to any supervision, instructions, recommendations, labels, warnings or advice given or which should have been given in connection therewith; or

2. Manufactured, processed, made or produced, including but not limited to any supervision, instructions, recommendations, labels, warnings or advice given or which should have been given in connection therewith;

by, for, or on behalf of any insured, including any subsidiary thereof, any affiliated entity thereof, or any successor entity thereto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOBACCO HEALTH HAZARD EXCLUSION

This endorsement modifies insurance provided under the:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Bodily Injury" or "personal and advertising injury", including, but not limited to, the actual or alleged emergence, contraction or exacerbation of any form of cancer, carcinoma, cancerous condition or precancerous condition, heart disease, arterial sclerosis, emphysema or any other lung-related disease, or any other disease of the human body caused by, resulting from, or arising out of the use of, consumption of, ingestion of, inhalation of, absorption of, contact with, or exposure to, any tobacco including, but not limited to, any product containing tobacco, or any product used with or related to the use of tobacco, which is:

1. Owned, used, sold, distributed, handled, stored, or controlled, including but not limited to any supervision, instructions, recommendations, labels, warnings or advice given or which should have been given in connection therewith; or

2. Manufactured, processed, made or produced, including but not limited to any supervision, instructions, recommendations, labels, warnings or advice given or which should have been given in connection therewith;

by, for, or on behalf of any insured, including any subsidiary thereof, any affiliated entity thereof, or any successor entity thereto.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Exclusion **j. Aircraft Or Watercraft** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft:

1. Owned or operated by or rented or loaned to any insured; or

2. Operated by any "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business.

Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against the insured or the “volunteer worker” allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured or “volunteer worker”, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is:

(1) Owned or operated by or rented or loaned to any insured; or

(2) Operated by any "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business.

B. Paragraphs **1.b.(1)** and **1.b.(2)** of **Section II – Who Is An Insured** are replaced by the following:

b. Each of the following is also an insured:

(1) Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(a) "Bodily injury" or "personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" the course of his or her employment or performing duties related to the conduct of your business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(a)(i)** above;

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(a)(i)** or **(ii)** above.

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(b) "Property damage" to property:

(I) Owned, occupied or used by,

(II) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) Any person (other than your "employee"), or any organization while acting as your real estate manager.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Exclusion **j. Aircraft Or Watercraft** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft:

1. Owned or operated by or rented or loaned to any insured; or

2. Operated by any "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business.

Use includes operation and "loading or unloading".

This exclusion applies even if the claims against the insured or the "volunteer worker" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured or "volunteer worker", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is:

(1) Owned or operated by or rented or loaned to any insured; or

(2) Operated by any "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business.

B. Paragraphs **1.b.(1)** and **1.b.(2)** of **Section II – Who Is An Insured** are replaced by the following:

b. Each of the following is also an insured:

(1) Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(a) "Bodily injury" or "personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(a)(i)** above;

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(a)(i)** or **(ii)** above.

(b) "Property damage" to property:

(i) Owned, occupied or used by,

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

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you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) Any person (other than your "employee"), or any organization while acting as your real estate manager.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION – TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHIES (AND RELATED DISEASES) AND FOOT-AND-MOUTH DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal and Advertising Injury Liability:**

This insurance does not apply to:

Transmissible Spongiform Encephalopathy, Bovine Spongiform Encephalopathy, Variant Creutzfeldt-Jakob Disease, New Variant Creutzfeldt-Jakob Disease, Scrapie, Chronic Wasting Disease, or Foot and Mouth Disease

1. "Bodily injury", "property damage", "personal and advertising injury", or "reduction in value" related to, arising out of, or resulting from, either directly or indirectly, or in or whole or in part:

a. Transmissible Spongiform Encephalopathy (hereinafter referred to as TSE) in any form;

b. Bovine Transmissible Spongiform Encephalopathy (hereinafter referred to as BSE) in any form;

c. Variant Creutzfeldt-Jakob Disease (hereinafter referred to as vCJD) in any form;

d. New Variant Creutzfeldt-Jakob Disease (hereinafter referred to as nvCJD) in any form;

e. Scrapie in any form;

f. Chronic Wasting Disease (hereinafter referred to as CWD) in any form;

g. Foot-And-Mouth Disease (hereinafter referred to as FMD) in any form;

h. Any actual alleged or threatened exposure to, contact with, ingestion of, absorption of, TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD, in any form.

i. Any alleged or threatened exposure to, contact with, use of, ingestion of, absorption of, any feed, feed additive, animal part or substance, material or food that causes, contributes to or enables TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD in any way;

j. Any product processed, packaged, labeled, manufactured, produced, used, owned, stored, sold, handled, controlled or distributed by or on behalf of the insured which contains or is alleged to contain TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD in any form;

k. Any product processed, packaged, labeled, manufactured, produced, used, owned, stored, sold, handled, controlled or distributed by or on behalf of the insured which actually or allegedly, causes, contributes to, or enables, TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD in any way;

l. Any premises or equipment used, owned, or controlled by or on behalf of the insured which contains, is alleged to contain, or which actually or allegedly causes, contributes to, or enables, TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD in any way; or

m. Any supervision, instructions, recommendations, warranties (express or implied), labels, warnings or advice given or which should have been given by or on behalf of the insured.

2. Any loss, cost, fine, penalty or other expense related to or arising out of:

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a. Any request, demand, order, settlement, obligation, judgment, or statutory or regulatory requirement that any insured or any other person or entity test for, abate, mitigate, quarantine, contain, remove, destroy, or dispose of, feed, feed additives, animals, animal parts or substances, materials, food, or of any premises or equipment handling such items, as a result of any known or alleged relation between such items and any form of TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD;

b. The testing for, abatement of, mitigation of, quarantine of, containment of, removal of, destruction of, or disposal of, feed, feed additives or animals, animal parts or substances, materials, food, or of any premises or equipment handling such items, as a result of any known or alleged relation between such items and any form of TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD; or

c. Claim, "suit", demand, judgment, obligation, settlement, or rquest to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of, contact with, or exposure to TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD in any form.

This exclusion also applies:

(a) To any obligation to share damages with or repay someone else who must pay damages because of such exposure, injury or damage;

(b) Regardless of who processed, packaged, labeled, manufactured, produced, used, owned, stored, sold, handled, controlled, or distributed the feed, feed additives, animals, animal parts or substances, materials, food, products, premises or equipment which actually or allegedly caused, contributed to or enabled TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD in any form; and

(c) Regardless of any other cause, event material or product that contributed concurrently or in any sequence to the "bodily injury", "property damage", "personal and advertising injury", "reduction in value", loss, cost or expense.

B. With respect to this endorsement, Exclusion **2.b.** of **Section I – Coverage A – Bodily Injury and Property Damage Liability** is deleted in its entirety and replaced by the following:

Contractual Liability

Bodily injury", "property damage", or "reduction in value" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

C. With respect to this endorsement, Exclusion **2.g. Employers Liability** contained in **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted in its entirety and replaced by the following:

Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

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

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

D. With respect to this endorsement, the following is added to **Section V – Definitions**:

"Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION – TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHIES (AND RELATED DISEASES) AND FOOT-AND-MOUTH DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following is added to **2. Exclusions** of **bothSection I – Coverage A – Bodily Injury and Property Damage Liability** and **Section I – Coverage B – Personal and Advertising Injury Liability:**

This insurance does not apply to:

Transmissible Spongiform Encephalopathy, Bovine Spongiform Encephalopathy, Variant Creutzfeldt-Jakob Disease, New Variant Creutzfeldt-Jakob Disease, Scrapie, Chronic Wasting Disease, or Foot and Mouth Disease

1. "Bodily injury", "property damage", "personal and advertising injury", or "reduction in value" related to, arising out of, or resulting from, either directly or indirectly, or in or whole or in part:

a. Transmissible Spongiform Encephalopathy (hereinafter referred to as TSE) in any form;

b. Bovine Transmissible Spongiform Encephalopathy (hereinafter referred to as BSE) in any form;

c. Variant Creutzfeldt-Jakob Disease (hereinafter referred to as vCJD) in any form;

d. New Variant Creutzfeldt-Jakob Disease (hereinafter referred to as nvCJD) in any form;

e. Scrapie in any form;

f. Chronic Wasting Disease (hereinafter referred to as CWD) in any form;

g. Foot-And-Mouth Disease (hereinafter referred to as FMD) in any form;

h. Any actual alleged or threatened exposure to, contact with, ingestion of, absorption of, TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD, in any form.

i. Any alleged or threatened exposure to, contact with, use of, ingestion of, absorption of, any feed, feed additive, animal part or substance, material or food that causes, contributes to or enables TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD in any way;

j. Any product processed, packaged, labeled, manufactured, produced, used, owned, stored, sold, handled, controlled or distributed by or on behalf of the insured which contains or is alleged to contain TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD in any form;

k. Any product processed, packaged, labeled, manufactured, produced, used, owned, stored, sold, handled, controlled or distributed by or on behalf of the insured which actually or allegedly, causes, contributes to, or enables, TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD in any way;

l. Any premises or equipment used, owned, or controlled by or on behalf of the insured which contains, is alleged to contain, or which actually or allegedly causes, contributes to, or enables, TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD in any way; or

m. Any supervision, instructions, recommendations, warranties (express or implied), labels, warnings or advice given or which should have been given by or on behalf of the insured.

2. Any loss, cost, fine, penalty or other expense related to or arising out of:

a. Any request, demand, order, settlement, obligation, judgment, or statutory or regulatory requirement that any insured or any other person or entity test for, abate, mitigate, quarantine, contain, remove, destroy, or dispose of, feed, feed additives, animals, animal parts or substances, materials, food, or of any premises or equipment handling such items, as a result of any known or alleged rela-

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tion between such items and any form of TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD;

b. The testing for, abatement of, mitigation of, quarantine of, containment of, removal of, destruction of, or disposal of, feed, feed additives or animals, animal parts or substances, materials, food, or of any premises or equipment handling such items, as a result of any known or alleged relation between such items and any form of TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD; or

c. Any claim, "suit", demand, judgment, obligation, settlement or request, to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of, contact with, or exposure to TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD in any form.

This exclusion also applies:

(a) To any obligation to share damages with or repay someone else who must pay damages because of such exposure, injury or damage;

(b) Regardless of who processed, packaged, labeled, manufactured, produced, used, owned, stored, sold, handled, controlled, or distributed the feed, feed additives, animals, animal parts or substances, materials, food, products, premises or equipment which actually or allegedly caused, contributed to or enabled TSE, BSE, vCJD, nvCJD, Scrapie, CWD, and/or FMD in any form; and

(c) Regardless of any other cause, event material or product that contributed concurrently or in any sequence to the "bodily injury", "property damage", "personal and advertising injury", "reduction in value", loss, cost or expense.

B. With respect to this endorsement, Exclusion **2.b.** of **Section I – Coverage A – Bodily Injury and Property Damage Liability** is deleted in its entirety and replaced by the following:

Contractual Liability

Bodily injury", "property damage", or "reduction in value" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

C. With respect to this endorsement, Exclusion **2.g. Employers Liability** contained in **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted in its entirety and replaced by the following:

Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

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

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

D. With respect to this endorsement, the following is added to **Section V – Definitions**:

"Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRESSURE TREATED WOOD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Pressure Treated Wood

1. "Bodily injury", "property damage", "personal and advertising injury", or "reduction in value" arising out of or related to the actual, alleged or threatened presence of or exposure to chemicals in any form in, on or from "pressure treated wood", including, but not limited to, the following:

a. The existence of, use of, handling of, contact with, consumption of, ingestion of, inhalation of, absorption of, or exposure to any chemicals in any form in, on, or from "pressure treated wood";

b. The cleanup, removal, disposal, abatement or containment of chemicals in, on or from "pressure treated wood" or from any structures, materials, goods, products, or manufacturing process containing or using chemicals in, on or from "pressure treated wood";

c. Any structures or manufacturing processes containing "pressure treated wood" or utilizing chemicals in, on or from "pressure treated wood";

d. Any product manufactured, constructed, assembled, installed, processed, stored, sold, handled, distributed, owned, used or controlled by or on behalf of the insured which contains chemicals in, on or from any "pressure treated wood";

e. The inclusion of your product into or as part of any other material, product, building component, building or structure that contains any chemicals in any form in, on or from "pressure treated wood";

f. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or

g. Any supervision, instructions, recommendations, warranties (express or implied), labels, warnings or advice given or which should have been given related to chemicals in, on or from "pressure treated wood".

Such injury or damage is excluded regardless of any other cause, event, chemical, material, product, building component or structure that contributed concurrently or in any sequence to that injury or damage.

2. Any loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of any:

a. Demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, dispose of, or in any way respond to, or assess the actual or alleged effects of "pressure treated wood" or of chemicals in, on or from "pressure treated wood"; or

b. Testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, disposing of, or in any way responding to or assessing the actual or alleged effects of "pressure treated wood" or chemicals in, on or from "pressure treated wood" by any insured or by any other person or entity; or

c. Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual, alleged or threatened presence of or exposure to "pressure treated wood" or to chemicals in, on or from "pressure treated wood".

This exclusion applies regardless of who produced, manufactured, constructed, assembled, installed, processed, stored, sold, handled, distributed, owned, used or controlled the "pressure treated wood" or the chemicals in, on or from "pressure treated wood".

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B. With respect to this endorsement, Exclusion **b. Contractual Liability** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by:

”Bodily injury”, “property damage” or “reduction in value” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement

C. As used in this endorsement:

1. “Pressure treated wood” means wood which has been treated with chromated copper arsenate, or other similar product, including any gases, vapors, scents, dusts or by-products produced or released by such “pressure treated wood” products, goods, fibers or materials.

2. “Reduction in coverage” means any claim, demand or “suit” that alleges diminution, impairment or devaluation of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRESSURE TREATED WOOD

This endorsement modifies insurance provided under the following:

UMBRELLA COVERAGE

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

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This insurance does not apply to:

Pressure Treated Wood

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1. "Bodily injury", "property damage", "personal and advertising injury", or "reduction in value" arising out of or related to the actual, alleged or threatened presence of or exposure to chemicals in any form in, on or from "pressure treated wood", including, but not limited to, the following:

a. The existence of, use of, handling of, contact with, consumption of, ingestion of, inhalation of, absorption of, or exposure to any chemicals in any form in, on, or from "pressure treated wood";

b. The cleanup, removal, disposal, abatement or containment of chemicals in, on or from "pressure treated wood" or from any structures, materials, goods, products, or manufacturing process containing or using chemicals in, on or from "pressure treated wood";

c. Any structures or manufacturing processes containing "pressure treated wood" or utilizing chemicals in, on or from "pressure treated wood";

d. Any product manufactured, constructed, assembled, installed, processed, stored, sold, handled, distributed, owned, used or controlled by or on behalf of the insured which contains chemicals in, on or from any "pressure treated wood";

e. The inclusion of your product into or as part of any other material, product, building component, building or structure that contains any chemicals in any form in, on or from "pressure treated wood";

f. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or

g. Any supervision, instructions, recommendations, warranties (express or implied), labels, warnings or advice given or which should have been given related to chemicals in, on or from "pressure treated wood".

Such injury or damage is excluded regardless of any other cause, event, chemical, material, product, building component or structure that contributed concurrently or in any sequence to that injury or damage.

2. Any loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of any:

a. Demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, dispose of, or in any way respond to, or assess the actual or alleged effects of "pressure treated wood" or of chemicals in, on or from "pressure treated wood"; or

b. Testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, disposing of, or in any way responding to or assessing the actual or alleged effects of "pressure treated wood" or chemicals in, on or from "pressure treated wood" by any insured or by any other person or entity; or

c. Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual, alleged or threatened presence of or exposure to "pressure treated wood" or to chemicals in, on or from "pressure treated wood".

This exclusion applies regardless of who produced, manufactured, constructed, assembled, installed, processed, stored, sold, handled, distributed, owned, used or controlled the "pressure treated wood" or the chemicals in, on or from "pressure treated wood".

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B. With respect to this endorsement, Exclusion **b. Contractual Liability** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by:

"Bodily injury", "property damage" or "reduction in value" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement

C. As used in this endorsement:

"Pressure treated wood" means wood which has been treated with chromated copper arsenate, or other similar product, including any gases, vapors, scents, dusts or by-products produced or released by such "pressure treated wood" products, goods, fibers or materials.

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RESIDENTIAL CONSTRUCTION, DESIGN OR DEVELOPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Residential Construction, Design or Development

1. "Bodily injury", "property damage", "personal and advertising injury" or "reduction in value" directly or indirectly caused by, resulting from, aggravated by, based on or attributable to, arising out of, or in any manner related to "your work" or "your product" related to or involving any "residential building or structure", and included within the "products-completed operations hazard", including "your products" which have or will become a part of the real property of any "residential building or structure".

Such damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence or manner to that injury or damage, including, but not limited to:

a. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, or siting; or

(2) Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, drainage; or

(3) materials used in the construction, renovation or remodeling,

of part or all of any property wherever located;

b. Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty;

c. Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;

d. Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body;

e. Water that backs up or overflows from a sewer, drain or sump;

f. Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;

g. Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or backfilled;

h. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or

i. Release of water held by a dam, levee or dike or by any other water or flood control device.

2. "Bodily injury", "property damage", "personal and advertising injury" or "reduction in value" for which any insured assumes liability in any part of any contract or agreement related to "your work" or "your product" described in section **A.1.** above, regardless of whether such contract or agreement is an "insured contract".

3. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or investigate such claim or "suit", for injuries or damages caused by or related to "your work" and/or "your product" described in section **A.1.** above.

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However, this exclusion does not apply to injury or damage arising out of any maintenance or repair work performed by you or on your behalf provided that:

(1) Such work is not remodeling work.

(2) Such work is not performed for the developer of the property or any related entity, including, but not limited to, the General Contractor, Project Manager, or Construction Manager.

B. With respect to “your work” as excluded by and described in paragraph **A.1.** above, Exclusion **o.** of Paragraph **2. Exclusions** of **SECTION I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Damage To Your Work

"Property damage" to or “reduction in value” of "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

C. As used in this endorsement:

1. “Residential building or structure” means any building or structure occupied for, or intended for occupancy for, human residency (other than a motel or hotel), including, but not limited to, single family dwellings, multi-family dwellings, condominiums, cooperatives, townhouses, apartments, planned unit developments, housing sub-divisions, or any other housing, and also includes other structures adjacent to, used in connection with, or otherwise related to the residential occupancy, including, but not limited to, such appurtenant structures as guest houses, detached garages, sheds, fences, retaining walls, hot tubs, ponds, swimming pools, or any other similar structures.

2. “Reduction in value” means any claim, demand or “suit” that alleges diminution, impairment or devaluation of property.

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RESIDENTIAL CONSTRUCTION, DESIGN OR DEVELOPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Residential Construction, Design or Development

1. "Bodily injury", "property damage", "personal and advertising injury" or "reduction in value" directly or indirectly caused by, resulting from, aggravated by, based on or attributable to, arising out of, or in any manner related to "your work" or "your product" related to or involving any "residential building or structure", and included within the "products-completed operations hazard", including "your products" which have or will become a part of the real property of any "residential building or structure".

Such damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence or manner to that injury or damage, including, but not limited to:

a. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, or siting; or

(2) Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, drainage; or

(3) materials used in the construction, renovation or remodeling,

of part or all of any property wherever located;

b. Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty;

c. Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;

d. Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body;

e. Water that backs up or overflows from a sewer, drain or sump;

f. Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;

g. Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or backfilled;

h. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or

i. Release of water held by a dam, levee or dike or by any other water or flood control device.

2. "Bodily injury", "property damage", "personal and advertising injury" or "reduction in value" for which any insured assumes liability in any part of any contract or agreement related to "your work" or "your product" described in section **A.1.** above, regardless of whether such contract or agreement is an "insured contract".

3. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or investigate such claim or "suit", for injuries or damages caused by or related to "your work" and/or "your product" described in section **A.1.** above.

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However, this exclusion does not apply to injury or damage arising out of any maintenance or repair work performed by you or on your behalf provided that:

(1) Such work is not remodeling work.

(2) Such work is not performed for the developer of the property or any related entity, including, but not limited to, the General Contractor, Project Manager, or Construction Manager.

B. With respect to "your work" as excluded by and described in paragraph **A.1.** above, Exclusion **o.** of Paragraph **2. Exclusions** of **SECTION I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Damage To Your Work

"Property damage" to or "reduction in value" of "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

C. As used in this endorsement:

1. "Residential building or structure" means any building or structure occupied for, or intended for occupancy for, human residency (other than a motel or hotel), including, but not limited to, single family dwellings, multi-family dwellings, condominiums, cooperatives, townhouses, apartments, planned unit developments, housing sub-divisions, or any other housing, and also includes other structures adjacent to, used in connection with, or otherwise related to the residential occupancy, including, but not limited to, such appurtenant structures as guest houses, detached garages, sheds, fences, retaining walls, hot tubs, ponds, swimming pools, or any other similar structures.

2. "Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

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a. Only applies to the "products-completed operations hazard"; and ¶
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WELDING FUMES AND OTHER HARMFUL WELDING EMISSIONS OR BY-PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Welding Emissions Or By-Products

1. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or related to, directly or indirectly, in whole or in part, the actual, alleged, threatened or suspected existence of, exposure to, ingestion of, inhalation of, absorption of, or contact with, gases, fumes, compounds or other harmful emissions or by-products in any form arising out of or caused by "welding materials and equipment" used in connection with the "process of welding" or the fusing together of any metals or other materials.

Such injury or damage includes, but is not limited to:

a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with "welding materials and equipment" in any form or in connection with the "process of welding" or the fusing together of any metals or other materials; or

b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage;

2. Any loss, cost or expense arising out of any obligation, request, demand, order, or 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 gases, fumes, compounds, or other harmful emissions or by-products arising out of or caused by "welding materials and equipment" used in connection with the "process of welding" or the fusing together of any metals or other materials; or

3. Any loss, cost or expense arising out of any testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, gases, fumes, compounds, or other harmful emissions or by-products arising out of or caused by "welding materials and equipment" used in connection with the "process of welding" or the fusing together of any metals or other materials.

All such "bodily injury", "property damage", or "personal and advertising injury" is excluded regardless of:

(1) Whether or not the "bodily injury" or "property damage" is included in the "products-completed operations hazard";

(2) Who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the "welding materials and equipment"; or

(3) Any other cause, event, material, or product that contributed concurrently or in any sequence to that "bodily injury", "property damage" or "personal and advertising injury".

B. With respect to this endorsement, exclusion **b.**, Contractual Liability, of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced with the following:

This insurance does not apply to:

Contractual Liability

b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

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C. Additional Definitions:

As used in this endorsement:

1. "Welding materials and equipment" means welding machinery or other welding process equipment; welding rods; electrodes; or, any welding consumable materials or products including, but not limited to, wires, fluxes, coatings or cleaning agents.

2. "Process of welding" means welding operations, including but not limited to welding, brazing, soldering, thermal spraying, or cutting.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WELDING FUMES AND OTHER HARMFUL WELDING EMISSIONS OR BY-PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Welding Emissions Or By-Products

1. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or related to, directly or indirectly, in whole or in part, the actual, alleged, threatened or suspected existence of, exposure to, ingestion of, inhalation of, absorption of, or contact with, gases, fumes, compounds or other harmful emissions or by-products in any form arising out of or caused by "welding materials and equipment" used in connection with the "process of welding" or the fusing together of any metals or other materials.

Such injury or damage includes, but is not limited to:

a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with "welding materials and equipment" in any form or in connection with the "process of welding" or the fusing together of any metals or other materials; or

b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage;

2. Any loss, cost or expense arising out of any obligation, request, demand, order, or 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 gases, fumes, compounds, or other harmful emissions or by-products arising out of or caused by "welding materials and equipment" used in connection with the "process of welding" or the fusing together of any metals or other materials; or

3. Any loss, cost or expense arising out of any testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, gases, fumes, compounds, or other harmful emissions or by-products arising out of or caused by "welding materials and equipment" used in connection with the "process of welding" or the fusing together of any metals or other materials.

All such "bodily injury", "property damage", or "personal and advertising injury" is excluded regardless of:

(1) Whether or not the "bodily injury" or "property damage" is included in the "products-completed operations hazard";

(2) Who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the "welding materials and equipment"; or

(3) Any other cause, event, material, or product that contributed concurrently or in any sequence to that "bodily injury", "property damage" or "personal and advertising injury".

B. With respect to this endorsement, exclusion **b.**, Contractual Liability, of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced with the following:

This insurance does not apply to:

Contractual Liability

b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

C. Additional Definitions:

As used in this endorsement:

1. "Welding materials and equipment" means welding machinery or other welding process equipment; welding rods; electrodes; or, any welding consumable materials or products including, but not limited to, wires, fluxes, coatings or cleaning agents.

2. "Process of welding" means welding operations, including but not limited to welding,

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brazing, soldering, thermal spraying, or cutting.

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EXCLUSION – PRODUCTS AND COMPLETED OPERATIONS LIABILITY ASSUMED BY CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Section V – Definitions, Paragraph **9.** "Insured contract" is changed to replace the last paragraph of that definition with the following:

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver;

(3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority; or

(4) That holds a person or organization harmless for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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EXCLUSION – PRODUCTS AND COMPLETED OPERATIONS LIABILITY ASSUMED BY CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Section V – Definitions, Paragraph **9.** "Insured contract" is changed to replace the last paragraph of that definition with the following:

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver;

(3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority; or

(4) That holds a person or organization harmless for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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EXCLUSION
INSPECTION, APPRAISAL AND SURVEY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to **Paragraph 2. s. Professional Services of Section I – Coverage A – Bodily Injury and Property Damage Liability** and **Paragraph 2.a(15) Professional Services of Section I – Coverage B – Personal and Advertising Injury Liability.**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the insured may be held liable because of the rendering of or failure to render professional services in the performance of any claim, investigation, adjustment, engineering, inspection, appraisal, survey or audit services.

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EXCLUSION
REAL ESTATE AGENTS OR BROKERS
ERRORS OR OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any misrepresentation, error or omission by you or any real estate agent or broker who is either employed by you or performing work on your behalf in such capacity.

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EXCLUSION
REAL ESTATE AGENTS OR BROKERS ERRORS OR OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any misrepresentation, error or omission by you or any real estate agent or broker who is either employed by you or performing work on your behalf in such capacity.

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EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Description of Professional Services:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury", "property damage" or “personal and advertising injury” arising out of any of Professional Services shown in the Schedule.

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EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies coverage provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Description of Professional Services:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any Professional Services shown in the Schedule.

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SCHOOLS - ERRORS AND OMISSIONS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

This insurance shall not apply to any liability arising out of any actual or alleged error, misstatement, misleading statement, neglect, act, omission or breach of duty including misfeasance, malfeasance or nonfeasance by any of your:

1. Trustees or members of your Board of Governors if you are a private institution, or

2. Your board members or commissioners if you are a public institution, or

3. Anyone acting in a similar capacity

in the discharge of their responsibilities to any insured or by reason of their being trustees, members of your Board of Governors, board members or commissioners, whether acting as individuals or collectively.

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LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Lead

1. "Bodily injury", "property damage", "personal and advertising injury" or "reduction in value" arising out of the actual, alleged, or threatened presence of, or exposure to, "lead" in any form, or to harmful substances emanating from "lead". This includes ingestion of, inhalation of, absorption of, contact with, existence of, or presence of, or exposure to, "lead". Such injury or damage from, or exposure to, "lead" also includes, but is not limited to:

a. The existence, installation, storage, handling or transportation of "lead";

b. The removal, abatement or containment of "lead" from any structures, materials, goods, products, or manufacturing processes;

c. The disposal of "lead";

d. Any structures, manufacturing processes, or products containing "lead";

e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or

f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the above.

2. Any loss, cost or expense, including, but not limited, to payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:

a. Any demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "lead"; or

b. Any demand, judgment, obligation, order, request, or settlement due to any actual, alleged, or threatened injury or damage from "lead" in any form or from any testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual, alleged or threatened effects of, "lead" in any form by any insured or by any other person or entity; or

c. Claim, "suit", demand, judgment, obligation, order, or request to investigate, which would not have occurred, in whole or in part, but for the actual, alleged or threatened presence of or exposure to "lead" in any form.

This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the "lead".

B. As used in this endorsement:

1. "Lead" means lead in any type or form; paint containing lead; other products, goods or materials containing lead or lead products; and any harmful substances, scents, vapors, gases or by-products produced by, emanating from, or released by lead.

2. "Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

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EXCLUSION
PROPERTY DAMAGE TO CROPS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to "property damage" arising out of the application, misapplication, failure to apply, overspray or wind drift of herbicides, insecticides, rodenticides or fertilizer by or on behalf of the insured, or by any person or organization for whose acts the insured is legally or contractually responsible.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRODUCTS-COMPLETED OPERATIONS – INCLUDING THE PRODUCTS-COMPLETED OPERATIONS HAZARD, AND INCLUDING FAILURE TO WARN

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

Products-Completed Operations

(1) "Bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(2) "Bodily injury" or "property damage" arising out of products or operations where products-completed operations in any "underlying insurance"are subject to the General Aggregate Limit; or

(3) "Bodily injury" or "property damage" arising out of or caused by any supervision, recommendations, warnings or advice given or which should have been given in connection with "your product" or "your work"; or

(4) "Bodily injury" or "property damage" arising out of or caused by selling, shipping, delivering, or installing an incorrect or inappropriate type of "your product"; or

(5) "Bodily injury" or "property damage" arising out of or caused by selling or installing an incorrect or inappropriate type of "your work".

Paragraphs **(4)** and **(5)** of this exclusion apply only to "bodily injury" or "property damage" which occurs both away from premises you own or rent and either after you have relinquished physical possession of "your product" or after "your work" has been completed or abandoned.

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EXCLUSION – PRODUCTS-COMPLETED OPERATIONS – INCLUDING THE PRODUCTS-COMPLETED OPERATIONS HAZARD, AND INCLUDING FAILURE TO WARN

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:** This insurance does not apply to:

Products-Completed Operations

(1) "Bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(2) "Bodily injury" or "property damage" arising out of products or operations where products-completed operations in any "underlying insurance" are subject to the General Aggregate Limit; or

(3) "Bodily injury" or "property damage" arising out of or caused by any supervision, recommendations, warnings or advice given or which should have been given in connection with "your product" or "your work"; or

(4) "Bodily injury" or "property damage" arising out of or caused by selling, shipping, delivering, or installing an incorrect or inappropriate type of "your product"; or

(5) "Bodily injury" or "property damage" arising out of or caused by selling or installing an incorrect or inappropriate type of "your work".

Paragraphs **(4)** and **(5)** of this exclusion apply only to "bodily injury" or "property damage" which occurs both away from premises you own or rent and either after you have relinquished physical possession of "your product" or after "your work" has been completed or abandoned.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PRODUCTS-COMPLETED OPERATIONS – INCLUDING THE PRODUCTS-COMPLETED OPERATIONS HAZARD, AND INCLUDING FAILURE TO WARN

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE

SCHEDULE

Designated Product(s)-Completed Operation(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:** With respect to any of "your products" or "your work" shown in the Schedule, this insurance does not apply to:

Products-Completed Operations

(1) "Bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(2) "Bodily injury" or "property damage" arising out of products or operations where products-completed operations are subject to the Aggregate Limit; or

(3) "Bodily injury" or "property damage" arising out of or caused by any supervision, recommendations, warnings or advice given or which should have been given in connection with "your product" or "your work"; or

(4) "Bodily injury" or "property damage" arising out of or caused by selling, shipping, delivering, or installing an incorrect or inappropriate type of "your product"; or

(5) "Bodily injury" or "property damage" arising out of or caused by selling or installing an incorrect or inappropriate type of "your work".

Paragraphs **(4)** and **(5)** of this exclusion apply only to "bodily injury" or "property damage" which occurs both away from premises you own or rent and either after you have relinquished physical possession of "your product" or after "your work" has been completed or abandoned.

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EXCLUSION – DESIGNATED PRODUCTS-COMPLETED OPERATIONS – INCLUDING THE PRODUCTS-COMPLETED OPERATIONS HAZARD, AND INCLUDING FAILURE TO WARN

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE

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SCHEDULE

Designated Product(s)-Completed Operation(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:** With respect to any of "your products" or "your work" shown in the Schedule, this insurance does not apply to:

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Products-Completed Operations

(1) "Bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(2) "Bodily injury" or "property damage" arising out of products or operations where products-completed operations in any "underlying insurance" are subject to the General Aggregate Limit; or

(3) "Bodily injury" or "property damage" arising out of or caused by any supervision, recommendations, warnings or advice given or which should have been given in connection with "your product" or "your work"; or

(4) "Bodily injury" or "property damage" arising out of or caused by selling, shipping, delivering, or installing an incorrect or inappropriate type of "your product"; or

(5) "Bodily injury" or "property damage" arising out of or caused by selling or installing an incorrect or inappropriate type of "your work".

Paragraphs **(4)** and **(5)** of this exclusion apply only to "bodily injury" or "property damage" which occurs both away from premises you own or rent and either after you have relinquished physical possession of "your product" or after "your work" has been completed or abandoned.

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COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal and Advertising Injury Liability:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, resulting from, or in any way attributable to, either directly or indirectly, or in whole or in part:

a. The actual or alleged transmission of any "communicable disease" or any "infectious agent";

b. Any actual, alleged, threatened or suspected exposure to, contact with, infection with or contamination with a "communicable disease" or an "infectious agent";

c. Any failure or alleged failure to test for, monitor, clean up, remove, contain, treat, decontaminate, sanitize, disinfect, detoxify or neutralize, or in any way respond to, or assess the effects of, any "communicable disease" or "infectious agent";

d. Any failure to prevent the spread of any "communicable disease" or "infectious agent";

e. Any failure to report any "communicable disease" or "infectious agent" to authorities; or

f. Any obligation to share damages with or repay someone else who must pay damages because of such exposure, failure, injury or damage.

2. Any loss, cost, fine, penalty or expense arising out of, caused directly or indirectly by, or in any way attributable to:

a. Any demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, treat, decontaminate, sanitize, disinfect, detoxify, neutralize, or in any way respond to, or assess the actual, alleged or suspected effects of, any "communicable disease" or any "infectious agent;

b. Testing for, monitoring, cleaning up, removing, containing, treating, decontaminating, sanitizing, disinfecting, detoxifying, neutralizing, or in any way responding to, or assessing the effects of, any "communicable disease" or "infectious agent" by or on behalf of any insured or by any other person or entity; or

c. Any claim, "suit", demand, judgment, obligation, or request to investigate, which would not have occurred, in whole or in part, but for the actual, alleged or suspected transmission of or exposure to a "communicable disease" or "infectious agent".

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervising, hiring, employing, training or monitoring of others that may be infected with and spread a "communicable disease" or "infectious agent".

B. As used in this endorsement:

1. "Communicable disease" means an infectious disease, illness or sickness transmissible from person to person by direct contact or indirect contact with bacteria, viruses or any other particles whether airborne or on a surface. "Communicable disease" also includes infectious disease, illness or sickness that is sexually transmitted or from food or water contamination.

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2. "Infectious agent" means any pathogen, including but not limited to any form, mutation, strain or variant of any bacterium, fungus, marker, microbial agent, microorganism, organism, protozoa, or virus, which is capable of:

(i) Transmission by any means and from any source, and

(ii) Infecting or contaminating with, or causing or contributing to the development of, a "communicable disease."

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DIRECTORS AND OFFICERS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any actual or alleged error, act, omission, neglect, breach of duty, misstatement or misleading statement by any director or officer of any insured in the discharge of their responsibilities to any insured or to the shareholders of any insured, whether acting as individuals or collectively, or any matter claimed against them by reason of their being directors and officers of that insured.

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DIRECTORS AND OFFICERS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any actual or alleged error, act, omission, neglect, breach of duty, misstatement or misleading statement by any director or officer of any insured in the discharge of their responsibilities to any insured or to the shareholders of any insured, whether acting as individuals or collectively, or any matter claimed against them by reason of their being directors and officers of that insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Description of Professional Services:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury", "property damage", “personal and advertising injury”, or any other loss, damage, or liability arising out of any Professional Services shown in the Schedule.

However, this exclusion does not apply to the extent that valid “underlying insurance” for the designated professional services indicated above exists or would have existed but for the exhaustion of underlying limits. The coverage provided will follow the provisions, exclusions, and limitations of the underlying insurance policy scheduled on the Supplemental Declarations unless otherwise directed by this insurance.

For the coverage provided by this endorsement, the definition of “occurrence” in **SECTION V, Paragraph 13.** is amended to include any act or omission arising out of the rendering of or failure to render professional services described in the Schedule.

Any payments we make by reason of this endorsement shall be payable under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** and will reduce the limits(s) of insurance as specified in **SECTION III – LIMITS OF INSURANCE.**

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DESIGNATED PROFESSIONAL SERVICES

ER

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Description of Professional Services:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other loss, damage, or liability arising out of any Professional Services shown in the Schedule.

However, this exclusion does not apply to the extent that valid "underlying insurance" for the designated professional services indicated above exists or would have existed but for the exhaustion of underlying limits. The coverage provided will follow the provisions, exclusions, and limitations of the underlying insurance policy scheduled on the Supplemental Declarations unless otherwise directed by this insurance.

For the coverage provided by this endorsement, the definition of "occurrence" in **SECTION V, Paragraph 13.** is amended to include any act or omission arising out of the rendering of or failure to render professional services described in the Schedule.

Any payments we make by reason of this endorsement shall be payable under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** and will reduce the limits(s) of insurance as specified in **SECTION III – LIMITS OF INSURANCE.**

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CROSS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Cross Suits

"Bodily injury", "property damage" or "personal and advertising injury" initiated, alleged or caused by a Named Insured shown in the Declarations, or any other person or organization qualifying as a Named Insured under this policy, against any other Named Insured shown in the Declarations, or any other person or organization qualifying as a Named Insured under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE

The following exclusion is added to Paragraph **2. Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to paragraph **2. Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Cross Suits

"Bodily injury", "property damage" or "personal and advertising injury" initiated, alleged or caused by a Named Insured shown in the Declarations, or any other person or organization qualifying as a Named Insured under this policy, against any other Named Insured shown in the Declarations, or any other person or organization qualifying as a Named Insured under this policy.

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COMPUTER RELATED SERVICES ERRORS AND OMISSIONS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Computer Related Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering, or failure to render:

1. Any service in connection with the selling, licensing, franchising or furnishing of your computer software, including electronic data processing programs, designs, specifications, manuals and instructions; or

2. Electronic data processing, computer consulting or computer programming services, advice or instruction,

by:

a. You or any other insured; or

b. Any person or organization"

(1) For whose acts, errors or omissions the insured is legally responsible; or

(2) From whom the insured assumed liability by reason of a contract or agreement.

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COMPUTER RELATED SERVICES ERRORS AND OMISSIONS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Computer Related Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render:

1. Any service in connection with the selling, licensing, franchising or furnishing of your computer software, including electronic data processing programs, designs, specifications, manuals and instructions; or
2. Electronic data processing, computer consulting or computer programming services, advice or instruction,

by:

a. You or any other insured; or

b. Any person or organization"

(1) For whose acts, errors or omissions the insured is legally responsible; or

(2) From whom the insured assumed liability by reason of a contract or agreement.

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DRUGGISTS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following is added to Paragraph **1.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional health care services in connection with your operations as a retail pharmacist, retail pharmacy and/or retail drug store shall be deemed to be caused by an "occurrence".

B. The following is added to Paragraph **1.** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

“Personal and advertising injury” arising out of the rendering or failure to render professional health care services in connection with your operations as a retail pharmacist, retail pharmacy and/or retail drug store shall be deemed to be caused by an offense.

C. Paragraph **(11)** of Exclusion **s.** of Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Subparagraph **(k)** of Exclusion **a.(15)** of Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

This insurance does not apply to:

PROFESSIONAL SERVICES

This insurance does not apply to "bodily injury", "property damage" or “personal and advertising injury”:

a. Caused by the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of any insured.

b. Arising out of any insured's consulting, diagnostic, referral, or similar service, including performing blood tests, prescribing or administering of any drugs or vaccinations and managing drug therapy, as required or permitted under any applicable statutes; or

c. Arising out of any goods or products prescribed by any insured as permitted by any applicable statute.

D. The following is added to Paragraph **1.b.(1)(a)** under **Section II – Who Is An Insured:**

However, none of these "employees" are insureds for:

(a) "Bodily injury" or "personal and advertising injury":

(iv) Arising out of his or her providing of or failure to provide professional health care services. However, this exclusion does not apply to professional health care services performed in his or her capacity as a retail pharmacist and not excluded in Paragraph **C.** of this endorsement.

E. For the purpose of determining the limits of insurance for the coverage provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence" with respect to ”bodily injury” or “property damage” and one offense with respect to “personal and advertising injury”.

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PROFESSIONAL SERVICES EXCLUSION AMENDATORY ENDORSEMENT – DRUGGISTS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Paragraph **(11)** of Exclusion **s. Professional Services** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(11) Services in the practice of pharmacy;

B. Subparagraph **(k)** of Exclusion **a.(15) Professional Services** of Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

(k) Services in the practice of pharmacy;

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EXCLUSION – PRODUCTS AND PROFESSIONAL SERVICES (DRUGGISTS)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Paragraph **(11)** of Exclusion **s.** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Subparagraph **(k)** of Exclusion **(15)** of Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

This insurance does not apply to:

Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional service in the practice of pharmacy, including, but not limited to, any health care service as a pharmacist or in your operations as a drugstore.

B. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph **2. Exclusions** of **Section I – Coverage – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Products-Completed Operations Hazard

"Bodily injury" or "property damage" included within the "products-completed operations hazard".

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EXCLUSION – DIAGNOSTIC TESTING LABORATORIES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph **a.** of Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Diagnostic Testing Laboratories

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Medical or diagnostic testing, techniques or procedures used for the:

a. Detection, diagnosis or treatment of any sickness, disease, condition or injury; or

b. Evaluation of a patient's response to treatment or medication; or

2. The reporting of or reliance upon the results of such medical or diagnostic testing, techniques or procedures as described in Paragraph **1.** above.

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EXCLUSION – PROFESSIONAL LIABILITY – BLOOD BANKS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **s. Professional Services** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph **(15) Professional Services** of Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

”Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering or failure to render any professional service. This includes but is not limited to:

Blood Banks

1. Any health care services in connection with the making of a blood donation;

2. The handling or distribution of any blood products;

3. Any representation or warranty made at any time with respect to blood products; or

4. The liability of any insured for offenses, acts or omissions as a doctor of medicine.

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PRINTERS ERRORS OR OMISSIONS – LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. This insurance does not apply to any damages arising out of any negligent act, error or omission of the “insured”, or any other person or organization for whose acts the “insured” is legally liable, in providing printing services.

However, this exclusion does not apply to the extent that valid “underlying insurance” for printing services exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions, exclusions and limitations of the “underlying insurance” unless otherwise directed by this insurance.

B. With respect to any coverage afforded by this endorsement, **Section III – Limits of Insurance** is changed as follows:

(1) Paragraph **2.** is replaced by the following:

The Aggregate Limit is the most we will pay for the sum of all “ultimate net loss” under:

a. Coverage **A,** except “ultimate net loss” because of “bodily injury” or “property damage” arising out of the ownership, maintenance or use of a “covered auto”;

b. Coverage **B;** and

c. Printing acts, errors and omissions.

(2) Paragraph **3.** is replaced by the following:

Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all “ultimate net loss” under:

a. Coverage **A** because of all “bodily injury” and “property damage”; and

b. All damages arising out of any negligent act, error or omission in providing printing services,

arising out of any one “occurrence”.

(3) Paragraph **5.** is replaced by the following:

If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:

a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part;

b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part; or

c. Damages for any acts, errors or omissions in providing printing services.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

C. For the purpose of determining the limits of insurance for the coverage provided by this endorsement, any act, error or omission together with all related acts, errors or omissions in the furnishing of printing services will be considered one "occurrence".

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PRINTERS ERRORS OR OMISSIONS – LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. This insurance does not apply to any damages arising out of any negligent act, error or omission of the "insured", or any other person or organization for whose acts the "insured" is legally liable, in providing printing services.

However, this exclusion does not apply to the extent that valid "underlying insurance" for printing services exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

B. With respect to any coverage afforded by this endorsement, **Section III – Limits of Insurance** is changed as follows:

(1) Paragraph **2.** is replaced by the following:

The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage **A,** except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto";

b. Coverage **B;** and

c. Printing acts, errors and omissions.

(2) Paragraph **3.** is replaced by the following:

Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage **A** because of all "bodily injury" and "property damage"; and

b. All damages arising out of any negligent act, error or omission in providing printing services,

arising out of any one "occurrence".

(3) Paragraph **5.** is replaced by the following:

If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:

a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part;

b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part; or

c. Damages for any acts, errors or omissions in providing printing services.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

C. For the purpose of determining the limits of insurance for the coverage provided by this endorsement, any act, error or omission together with all related acts, errors or omissions in the furnishing of printing services will be considered one "occurrence".

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OPTICAL AND HEARING AID ESTABLISHMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following is added to Paragraph **1., Insuring Agreement** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

1. Insuring Agreement

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional health care services, including:

a. The production or reproduction of ophthalmic lenses and related products, including the mounting of such lenses into the frames;

b. The prescribing or fitting of ophthalmic lenses to the eyes;

c. The preparing, selling, handling, demonstrating or distributing of optical goods or products in connection with your business; or

d. The selling, handling, prescribing, preparing, fitting, demonstrating or distributing of hearing aid devices

shall be deemed to be caused by an "occurrence".

B. Exclusion **s.** of Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Exclusion **(15)** of Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

This insurance does not apply to the following:

PROFESSIONAL SERVICES

"Bodily injury", "property damage" or "personal and advertising injury" due to rendering or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project on which you serve as construction manager;

(3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

(4) Supervisory, inspection or engineering services;

(5) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(6) Any health or therapeutic service treatment, advice or instruction;

(7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming or therapy;

(8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardio-vascular fitness, body building or physical training programs;

(9) Body piercing services;

(10) Services in the practice of pharmacy. This exclusion does not apply to an insured whose operations include those of a retail druggist or drugstore;

(11) Services in the practice of optometry, which includes the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products.

C. The following is added to Paragraph **1.b.(1)(a)** under **Section II – Who Is An Insured:**

However, none of these "employees" is an insured for:

(a) "Bodily injury" or "personal and advertising injury":

(iv) Arising out of his or her providing of or failure to provide professional health care services, other than professional health care services described in Paragraph **A.** of this endorsement.

D. For the purpose of determining the limits for the insurance provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

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VETERINARIANS PROFESSIONAL LIABILITY – LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury" or any other injury arising out of the rendering or failure to render professional services in connection with any insured's practice as a veterinarian, including serving as a member of a formal accreditation, standards review or equivalent professional board or committee.

However, this exclusion does not apply to the extent that valid "underlying insurance" for the veterinary professional services described above exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

B. With respect to any coverage afforded by this endorsement, **Section III – Limits of Insurance** is changed as follows:

(1) Paragraph **2.** is replaced by the following:

The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage **A,** except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto";

b. Coverage **B;** and

c. Other injury because of professional veterinary services.

(2) Paragraph **3.** is replaced by the following:

Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage **A** because of all "bodily injury" and "property damage"; and

b. All other injuries arising out of any negligent act, error or omission in the rendering or failure to render professional veterinary services,

arising out of any one "occurrence".

(3) Paragraph **5.** is replaced by the following:

If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:

a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part;

b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part; or

c. Injuries for any acts, errors or omissions in the rendering or failure to render professional veterinary services.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

C. For the coverage provided by this endorsement, the definition of "occurrence" in **SECTION V – DEFINITIONS, Paragraph 13,** is amended to include any act or omission arising out of the rendering of or failure to render professional veterinary services.

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VETERINARIANS PROFESSIONAL LIABILITY – LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury" or any other injury arising out of the rendering or failure to render professional services in connection with any insured's practice as a veterinarian, including serving as a member of a formal accreditation, standards review or equivalent professional board or committee.

However, this exclusion does not apply to the extent that valid "underlying insurance" for the veterinary professional services described above exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

B. With respect to any coverage afforded by this endorsement, **Section III – Limits of Insurance** is changed as follows:

(1) Paragraph **2.** is replaced by the following:

The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage **A,** except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto";

b. Coverage **B;** and

c. Other injury because of professional veterinary services.

(2) Paragraph **3.** is replaced by the following:

Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage **A** because of all "bodily injury" and "property damage"; and

b. All other injuries arising out of any negligent act, error or omission in the rendering or failure to render professional veterinary services,

~~arising out of any one "occurrence".~~

(3) Paragraph **5.** is replaced by the following:

If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:

a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part;

b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part; or

c. Injuries for any acts, errors or omissions in the rendering or failure to render professional veterinary services.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

C. For the coverage provided by this endorsement, the definition of "occurrence" in **SECTION V – DEFINITIONS, Paragraph 13,** is amended to include any act or omission arising out of the rendering of or failure to render professional veterinary services.

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BARBERS AND BEAUTICIANS PROFESSIONAL LIABILITY – LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury" or any other liability arising out of the rendering or failure to render professional services by or on behalf of any insured in the capacity of a barber or beautician and/or in connection with the operations of your business as a barber shop or beauty shop, including, but not limited to, treatment, advice or instruction for the purpose of appearance or skin enhancement or personal grooming or therapy.

However, this exclusion does not apply to the extent that valid "underlying insurance" for the barber or beautician professional services described above exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

B. With respect to any coverage afforded by this endorsement, **Section III – Limits of Insurance** is changed as follows:

(1) Paragraph **2.** is replaced by the following:

The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage **A,** except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto";

b. Coverage **B;** and

c. Other injury or damage because of barber or beautician professional services.

(2) Paragraph **3.** is replaced by the following:

Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage **A** because of all "bodily injury" and "property damage"; and

b. All other injuries or damages arising out of any negligent act, error or omission in the rendering or failure to render barber or beautician professional services,

arising out of any one "occurrence".

(3) Paragraph **5.** is replaced by the following:

If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:

a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part;

b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part; or

c. Injuries or damages for any acts, errors or omissions in the rendering or failure to render barber or beautician professional services.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

C. For the coverage provided by this endorsement, the definition of "occurrence" in **SECTION V – DEFINITIONS, Paragraph 13,** is amended to include any act or omission arising out of the rendering of or failure to render services as or for a barber or beautician.

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MORTICIANS/FUNERAL DIRECTORS AND CEMETERY PROFESSIONAL LIABILITY – LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Paragraph **(13)** of Exclusion **s. Professional Services** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Subparagraph **(m)** of Exclusion **a.(15) Professional Services** of Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury" or any other liability arising out of the rendering or failure to render professional services by or on behalf of any insured in connection with the insured's business as a:

(1) Mortician or funeral director; and/or

(2) Cemetery owner and/or operator,

including, but not limited to, any malpractice, error or mistake committed in the embalming, handling, disposal, disposition, cremation, burial, disinterment or removal of any dead body, or any conduct of any memorial service by the insured.

However, this exclusion does not apply to the extent that valid "underlying insurance" for the professional services described above exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

B. With respect to any coverage afforded by this endorsement, **Section III – Limits of Insurance** is changed as follows:

(1) Paragraph **2.** is replaced by the following:

The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage **A,** except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto";

b. Coverage **B;** and

c. Other injury or damage because of morticians, funeral directors and/or cemetery professional services.

(2) Paragraph **3.** is replaced by the following:

Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage **A** because of all "bodily injury" and "property damage"; and

b. All other injuries or damages arising out of any negligent act, error or omission in the rendering or failure to render professional services as or for a mortician, funeral director or cemetery owner or operator,

arising out of any one "occurrence".

(3) Paragraph **5.** is replaced by the following:

If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:

a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part;

b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part; or

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c. Injuries or damages for any acts, errors or omissions in the rendering or failure to render professional services as or for a mortician, funeral director or cemetery owner or operator.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

C. For the coverage provided by this endorsement, the definition of “occurrence” in **SECTION V – DEFINITIONS, Paragraph 13,** is amended to include any act or omission arising out of the rendering of or failure to render services as or for a mortician, funeral director or cemetery owner or operator.

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ABSOLUTE EXCLUSION – AIRCRAFT AND WATERCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion **j. Aircraft or Watercraft** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

j. Aircraft Or Watercraft

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

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

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EXCLUSION – AIRCRAFT PRODUCTS AND AIRCRAFT GROUNDING HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph **a.** of Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of or caused by any “aircraft products” or any “aircraft grounding hazard”.

As used in this endorsement:

1. “Aircraft products” include:

a. The manufacture, sale, distribution, handling, inspection, maintenance, servicing, repair or rebuilding of:

(1) “Aircraft” or “ground equipment”;

(2) Any article or part installed in “aircraft” or “ground equipment” or used in connection with either, or used for spare parts; or

(3) Ground handling tools and equipment; or

b. Plans, specifications, blueprints, opinions, surveys, designs, engineering or other data relating to any article or part installed in, used in, or used for parts in connection with aircraft products or “ground equipment”;

c. Training aids, instructions and manuals relating to the operations, inspection, maintenance, servicing, repair or re-building of aircraft products or “ground equipment”;

d. Any supervision, recommendations, warnings or advice given or which should have been given in connection with “your product” or “your work” in connection with aircraft products or “ground equipment”;

e. Selling, shipping, delivering or installing an incorrect or inappropriate type of “your product” in connection with aircraft products or “ground equipment”;

f. Selling or installing an incorrect or inappropriate type of “your work” in connection with aircraft products or “ground equipment”.

2. “Aircraft” includes airplanes, gliders, ultra-lights, helicopters, missiles, rockets, satellites, spacecraft and any other similar type craft.

3. "Aircraft grounding hazard" means the withdrawal from service of one or more “aircraft” or “ground equipment” because of any known or suspected defect, deficiency, inadequacy or dangerous condition.

4. “Ground equipment” means ground support and ground control equipment.

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EXCLUSION – AIRCRAFT PRODUCTS AND AIRCRAFT GROUNDING HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph **a.** of Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of or caused by any "aircraft products" or any "aircraft grounding hazard".

As used in this endorsement:

1. "Aircraft products" include:

a. The manufacture, sale, distribution, handling, inspection, maintenance, servicing, repair or rebuilding of:

(1) "Aircraft" or "ground equipment";

(2) Any article or part installed in "aircraft" or "ground equipment" or used in connection with either, or used for spare parts; or

(3) Ground handling tools and equipment; or

b. Plans, specifications, blueprints, opinions, surveys, designs, engineering or other data relating to any article or part installed in, used in, or used for parts in connection with aircraft products or "ground equipment";

c. Training aids, instructions and manuals relating to the operations, inspection, maintenance, servicing, repair or re-building of aircraft products or "ground equipment";

d. Any supervision, recommendations, warnings or advice given or which should have been given in connection with "your product" or "your work" in connection with aircraft products or "ground equipment";

e. Selling, shipping, delivering or installing an incorrect or inappropriate type of "your product" in connection with aircraft products or "ground equipment";

f. Selling or installing an incorrect or inappropriate type of "your work" in connection with aircraft products or "ground equipment".

2. "Aircraft" includes airplanes, gliders, ultra-lights, helicopters, missiles, rockets, satellites, spacecraft and any other similar type craft.

3. "Aircraft grounding hazard" means the withdrawal from service of one or more "aircraft" or "ground equipment" because of any known or suspected defect, deficiency, inadequacy or dangerous condition.

4. "Ground equipment" means ground support and ground control equipment.

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ABSOLUTE EXCLUSION – AVIAN INFLUENZA A (AVIAN FLU)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal and Advertising Injury Liability:**

This insurance does not apply to:

Avian Flu

1. Liability, injury or damages of any kind, to include, but not limited to, "bodily injury", "property damage", or "personal and advertising injury" arising out of, related to, caused by, contributed to by, or in any way connected with, either directly or indirectly, in whole or in part:

a. Any actual, alleged, threatened or suspected "Avian Flu", including the actual or alleged transmission of "Avian Flu";

b. Any actual, alleged, threatened or suspected exposure to, contact with, infection with or contamination with "Avian Flu";

c. Use of any products, materials or substances infected with or contaminated with, alleged to be infected with or contaminated with, or suspected of being infected with or contaminated with "Avian Flu";

d. Any failure or alleged failure to test for, monitor, clean up, remove, contain, treat, decontaminate, sanitize, disinfect, detoxify or neutralize, or in any way respond to, or assess the effects of, "Avian Flu" in any form, including any variant(s) thereof;

e. Any failure to prevent the spread of "Avian Flu";

f. Any failure to report the "Avian Flu" to authorities;

g. Any supervision, instructions, recommendations, warnings, labels or advice given or which should have been given by or on behalf of any insured; or

h. Any obligation to share damages with or repay someone else who must pay damages because of such exposure, failure, injury or damage.

2. The cost or expense of recall, abatement, mitigation, removal, disposal, testing or monitoring of products, stock, feed, feed additives or animals, or of any premises or equipment handling such items, as a result of any known or suspected connection with "Avian Flu" whether such items are owned by any insured or by others, and whether located at any insured's premises or anywhere else in the world;

3. Any loss, cost, fine, penalty or other expense related to or arising out of any:

a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, decontaminate, sanitize, disinfect, detoxify or neutralize, or in any way respond to, or assess the presence, absence or amount or effects of any disease or sickness including, but not limited to, "Avian Flu" or any materials containing "Avian Flu" at any time;

b. Testing for, monitoring, cleaning up, removing, containing, treating, sanitizing, decontaminating, disinfecting, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "Avian Flu" or any materials containing "Avian Flu" at any time; or

c. Claim, "suit", demand, judgment, obligation, or request to investigate, which would not have occurred, in whole or in part, but for the actual, alleged or suspected presence of or exposure to "Avian Flu".

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervising, hiring, employing, training or monitoring of others that may be infected with and spread "Avian Flu".

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We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, "suit", demand, fine, penalty or other proceeding alleging injury or damages of any kind, to include, but not limited to, "bodily injury", "property damage", or "personal and advertising injury" to which this endorsement applies.

B. As used in this endorsement,

"Avian Flu" means any avian influenza virus in any form or any variant thereof, including all influenza A viruses, as well as all subtypes of these viruses, and any different strains or subtypes, and including any similar disease or virus of any kind in birds, animals or humans commonly or collectively known as “Bird Flu".

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PUNITIVE DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Punitive Damages

Damages arising, directly or indirectly, out of “bodily injury”, “property damage”, “personal and advertising injury”, “reduction in value” or any other injuries or damages that are awarded as "punitive damages".

B. As used in this endorsement:

1. "Punitive damages" mean damages that may be imposed to punish a wrongdoer and to deter others from similar conduct. “Punitive damages” also include exemplary damages and/or vindictive damages.

2. “Reduction in value” means any claim, demand or “suit” that alleges diminution, impairment or devaluation of property.

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EXCLUSION – AUTOMOBILE DEALER ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusions are added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

1. Truth In Lending Errors And Omissions

"Bodily injury", "property damage", "personal and advertising injury" or any other injury or damage arising out of any failure to comply with, or any other violation or alleged violation of, **Section 130, Civil Liability Of Title I (Truth In Lending Act) Of The Consumer Protection Act (Public Law 90-321:82 Stat. 146)**, and as may be amended from time to time, or any similar state consumer credit act, statute or law, with respect to any "auto" you sell or lease.

2. Truth In Leasing Errors And Omissions

"Bodily injury", "property damage", "personal and advertising injury" or any other injury or damage arising out of any failure to comply with, or any other violation or alleged violation of, **Section 182 (Consumer Lease Disclosures) of the Consumer Leasing Act of 1978 (Public Law 94-240:90 Stat. 258)**, and as may be amended from time to time, or any similar state consumer leasing disclosures act, statute or law, with respect to any "auto" you sell or lease.

3. Odometer Errors And Omissions

"Bodily injury", "property damage", "personal and advertising injury" or any other injury or damage arising out of any failure to comply with, or any other violation or alleged violation of, **Title IV Odometer Requirements of the Motor Vehicle Information And Cost Savings Act (Public Law 92-513:86 Stat. 947)**, and as may be amended from time to time, or any similar state act, statute or law relating to any tampering, alteration, or accurate disclosure of the mileage of any "auto" you sell or lease.

4. Title Errors And Omissions

"Bodily injury", "property damage", "personal and advertising injury" or any other injury or damage arising out of your failure to properly specify the lienholder or legal owner on vehicle title registration papers for vehicles sold by your "auto" dealership whereupon the purchaser, with criminal intent, sells or transfers the title of such vehicle(s).

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REAL ESTATE PROPERTY MANAGED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Exclusion **m. Damage To Property** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

m. Damage To Property

"Property damage" to:

(7) Property you operate or manage or as to which you act as agent for the collection of rents or in any other supervisory capacity.

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ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following is added to Paragraph **2. Exclusions** of both **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

This insurance does not apply to:

Asbestos

1. "Bodily injury", "property damage", "personal and advertising injury", or "reduction in value" related to the actual, alleged, or threatened presence of, or exposure to "asbestos" in any form, or to harmful substances emanating from "asbestos". This includes ingestion, inhalation, absorption, contact with, existence or presence of, or exposure to "asbestos". Such injury from or exposure to "asbestos" also includes, but is not limited to:

a. The existence, installation, storage, handling or transportation of "asbestos";

b. The removal, abatement or containment of "asbestos" from any structures, materials, goods, products, or manufacturing process;

c. The disposal of "asbestos";

d. Any structures, manufacturing processes, or products containing "asbestos";

e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or

f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above.

2. Any loss, cost or expense, including, but not limited to payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:

a. Any demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "asbestos"; or

b. Any demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from "asbestos" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "asbestos" by any insured or by any other person or entity; or

c. Claim, "suit", demand, judgment, obligation, or request to investigate, which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "asbestos".

This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the "asbestos".

B. As used in this endorsement:

1. "Asbestos" means any type or form of asbestos, asbestos fibers, asbestos products, or asbestos materials, including any products, goods, or materials containing asbestos or asbestos fibers, products or materials and any dusts, gases, vapors, scents or by-products produced or released by asbestos.

2. "Reduction in value" means any claim, demand, or "suit" that alleges diminution, impairment or devaluation of property.

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EXCLUSION – PROPERTY (OTHER THAN BUILDINGS) RENTED OR LEASED TO OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to:

Property Rented Or Leased To Others

"Bodily injury", "property damage" or "personal and advertising injury" arising out of real or personal property, other than buildings, that is (are):

(1) Owned by you and rented or leased to others; or

(2) Leased to you and rented or leased to others.

All other terms and conditions remain unchanged.

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EXCLUSION – PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion **m. Damage To Property** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

m. Damage To Property

"Property damage" to:

(1) Real or personal property if such property is owned by or in the care, custody or control of the insured or any contractors or subcontractors working directly or indirectly on behalf of the insured;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises. However, this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental" by you; or

(3) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it. However, this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

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TRAVEL AGENTS ERRORS AND OMISSIONS EXCLUSION AND TOURS LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Travel Agents Errors And Omissions

"Bodily injury", "property damage", "personal and advertising injury", or any other liability arising out of any error, omission, malpractice, misrepresentation or mistake committed or alleged to have been committed by you**,** or by any other person for whose acts you are legally liable, in the conduct of your business as a travel agency. This includes, but is not limited to, any injury or damage arising out of any of the following:

1. Invasion of privacy;

2. Any co-mingling of, inability to, or failure to, pay or collect any travel, motor club, or insurance monies; or

3. Any failure to return monies deposited or advanced by or on behalf of prospective travelers, regardless of the cause of any such failure.

B. Travel Agency Tours – Limitation of Coverage

With respect to tours you conduct:

1. The definition of "coverage territory" under **Section V – Definitions** is replaced by the following:

"Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada; or

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **B.1.** above,

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

2. Paragraph **14. Expanded Coverage Territory** of **Section IV – Conditions** does not apply.

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TRAVEL AGENTS ERRORS AND OMISSIONS EXCLUSION AND TOURS LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Travel Agents Errors And Omissions

"Bodily injury", "property damage", "personal and advertising injury", or any other liability arising out of any error, omission, malpractice, misrepresentation or mistake committed or alleged to have been committed by you, or by any other person for whose acts you are legally liable, in the conduct of your business as a travel agency. This includes, but is not limited to, any injury or damage arising out of any of the following:

1. Invasion of privacy;

2. Any co-mingling of, inability to, or failure to, pay or collect any travel, motor club, or insurance monies; or

3. Any failure to return monies deposited or advanced by or on behalf of prospective travelers, regardless of the cause of any such failure.

B. Travel Agency Tours – Limitation Of Coverage

With respect to tours you conduct, the definition of "coverage territory" under **Section V – Definitions** is replaced by the following:

"Coverage territory" means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;

2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **B.1.** above; or

3. All other parts of the world if the injury or damage arises out of:

a. Goods or products made or sold by you in the territory described in Paragraph **B.1.** above; or

b. "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **1.** above or in a settlement we agree to.

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AMENDMENT – AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to Paragraph **2.** of **Section III – LIMITS OF INSURANCE:**

The Aggregate Limit applies separately to each of your:

1. Construction projects away from premises owned by or rented to you.

2. "Locations" owned by or rented to you.

"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.

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CHANGES - PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Condition 6. Premium Audit of SECTION IV - CONDITIONS is replaced with the following:

6. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. The premium shown in this Coverage Part is a flat premium and is not subject to adjustment unless, during the policy period, you newly acquire or form an organization which qualifies as a Named Insured under this policy; in which case we will compute a pro-rata additional premium in accordance with **a.** above

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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PER LOCATION AND PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Section III – Limits Of Insurance is replaced by the following:

1. The Limits Of Insurance shown in the Declarations and referenced in the Schedule of the Products-Completed Operations Aggregate Limit Of Insurance endorsement, **CU 24 36,** and the following rules fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made, "suits" brought, or number of vehicles involved; or

c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage **A,** except "ultimate net loss" because of "bodily injury" or "property damage":

(1) Arising out of the ownership, maintenance or use of a "covered auto"; or

(2) Included in the "products - completed operations hazard"; and

b. Coverage **B.**

The Aggregate Limit applies separately to each of your:

(a) Construction projects away from premises owned by or rented to you, and

(b) “Locations” owned by or rented to you.

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.

3. The Products-Completed Operations Aggregate Limit shown in the Declarations of this policy and referenced in the Schedule of the Products-Completed Operations Aggregate Limit Of Insurance endorsement, **CU 24 36,** is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

5. Subject to Paragraph **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

The Aggregate Limits, as described in Paragraphs **2.** and **3.** above, apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

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COUNSELING
PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury”, or any other liability arising out of professional services performed by or on behalf of the insured in the capacity of a counselor.

However, this exclusion does not apply to the extent that valid “underlying insurance” for the professional services performed by a counselor exists or would have existed but for the exhaustion of underlying limits. The coverage provided will follow the terms and conditions of the underlying insurance policy scheduled on the Supplemental Declarations.

Any payments we make by reason of this endorsement shall be payable under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** and will reduce the limits(s) of insurance as specified in **SECTION III – LIMITS OF INSURANCE.**

For the coverage provided by this endorsement, the definition of “occurrence” in **SECTION V – DEFINITIONS, Paragraph 13** is amended to include any act or omission arising out of the rendering of or failure to render services as a counselor.

PRODUCTS/COMPLETED OPERATIONS HAZARD-FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

This exclusion does not apply to the extent that valid “underlying insurance” for the “products-completed operations hazard” exists or would have existed but for the exhaustion of underlying limits for “bodily injury” and “property damage”. Coverage provided will follow the provisions, exclusions and limitations of the “underlying insurance” unless otherwise directed by this insurance.

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PRODUCTS/COMPLETED OPERATIONS HAZARD-FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

This exclusion does not apply to the extent that valid "underlying insurance" for the "products-completed operations hazard" exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. **Exclusion 2.b.** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Exclusion 2.a.(5)** under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** are replaced by the following:

This insurance does not apply to:

Contractual Liability

"Bodily injury", "property damage" or "personal and advertising injury" for which the named insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to the extent that valid "underlying insurance" for the contractual liability described above exists for the full liability limits shown in the Schedule of Underlying Insurance in the Declarations or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage" or "personal and advertising injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

B. The following exclusion is added to Paragraph **2. Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to paragraph **2. Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Wrap-Up Projects Or Work

"Bodily injury", "property damage" or "personal and advertising injury" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" from any project or work insured, at any time, under a consolidated (wrap-up) insurance program, or any similar plan, provided by the prime contractor/project manager or owner of the construction project or work in which you are (or were) involved.

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

1. Provides coverage identical to that provided by this Coverage Part;

2. Has limits adequate to cover all claims; or

3. Remains in effect.

C. Paragraphs **(2), (3)** and **(4)** of Exclusion **.s** under Paragraph **2.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraphs **(b), (c)** and **(d)** of Exclusion **a.(15)** under Paragraph **2.** of **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** are replaced by the following:

This insurance does not apply to:

Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional service by you or on your behalf with respect to either or both of the following operations:

1. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; or

2. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform or on a project on which you serve as construction manager.

As used in this endorsement, professional services include:

(a) The preparation or approval of, or the failure 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.

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

D. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

Explosion, Collapse And Underground Property Damage Hazard

"Property damage" arising out of the "explosion hazard", the "collapse hazard" or the "underground property damage hazard".

This exclusion does not apply to the extent that valid “underlying insurance” for the hazards described above exists for the full liability limits shown in the Schedule of Underlying Insurance in the Declarations or would have existed, but for the exhaustion of the underlying limit(s) for “property damage”. Coverage provided will follow the provisions, exclusions and limitations of the “underlying insurance” unless otherwise directed by this insurance.

E. As used in this endorsement:

1. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.

2. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

3. "Structural property damage" means the collapse of or structural injury to any building or structure due to:

a. Grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or

b. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

4. "Underground property damage hazard" includes "underground property damage" and any resulting “property damage” to any other property at any time.

5. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

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CONTRACTORS LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Exclusion 2.b. under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Exclusion 2.a.(5)** under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** are replaced by the following:

This insurance does not apply to:

Contractual Liability

"Bodily injury", "property damage" or "personal and advertising injury" for which the named insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to the extent that valid "underlying insurance" for the contractual liability described above exists for the full liability limits shown in the Schedule of Underlying Insurance in the Declarations or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage" or "personal and advertising injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

B. The following exclusion is added to Paragraph **2. Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to paragraph **2. Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Wrap-Up Projects Or Work

"Bodily injury", "property damage" or "personal and advertising injury" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" from any project or work insured, at any time, under a consolidated (wrap-up) insurance program, or any similar plan, provided by the prime contractor/project manager or owner of the construction project or work in which you are (or were) involved.

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

1. Provides coverage identical to that provided by this Coverage Part;

2. Has limits adequate to cover all claims; or

3. Remains in effect.

C. Paragraphs **(2), (3)** and **(4)** of Exclusion **.s** under Paragraph **2.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraphs **(b), (c)** and **(d)** of Exclusion **a.(15)** under Paragraph **2.** of **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** are replaced by the following:

This insurance does not apply to:

Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional service by you or on your behalf with respect to either or both of the following operations:

1. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; or

2. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform or on a project on which you serve as construction manager.

As used in this endorsement, professional services include:

(a) The preparation or approval of, or the failure 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.

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

D. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

Explosion, Collapse And Underground Property Damage Hazard

"Property damage" arising out of the "explosion hazard", the "collapse hazard" or the "underground property damage hazard".

This exclusion does not apply to the extent that valid "underlying insurance" for the hazards described above exists for the full liability limits shown in the Schedule of Underlying Insurance in the Declarations or would have existed, but for the exhaustion of the underlying limit(s) for "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

E. As used in this endorsement:

1. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.

2. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

3. "Structural property damage" means the collapse of or structural injury to any building or structure due to:

a. Grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or

b. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

4. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

5. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

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LIQUOR LIABILITY EXCLUSION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion **c.** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily injury And Property Damage Liability** is replaced by the following:

Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

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

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

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

This exclusion applies only if you:

(a) Manufacture, sell or distribute alcoholic beverages;

(b) Serve or furnish alcoholic beverages for a charge whether or not such activity:

(1) Requires a license;

(2) Is for the purpose of financial gain or livelihood; or

(c) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity

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AUTO REPAIR OPERATIONS – BROAD FORM PRODUCTS AND WORK COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. With respect only to repair operations to a "customer's auto", Exclusion **n. Damage To Your Product** and Exclusion **o. Damage To Your Work** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** do not apply.

B. As used in this endorsement:

"Customer's auto" means any "auto" while left with you for service or repair. Customers include your "employees", and members of their households, who pay for the services performed.

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EDUCATIONAL INSTITUTIONS UMBRELLA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. SCHOOL BOARD ERRORS AND OMISSIONS EXCLUSION

The following exclusion is added to paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability,** and to Paragraph **2. Exclusions** of **Section I – Coverage B -- Personal And Advertising Injury Liability:**

This insurance does not apply to:

School Board Errors And Omissions

"Bodily injury", "property damage", or "personal and advertising injury" arising out of any actual or alleged error, mis-statement, misleading statement, neglect, act, omission or breach of duty, including, but not limited to, misfeasance, malfeasance or nonfeasance by any of your:

1. Trustees or members of your Board of Governors, if you are a private institution; or

2. Your board members or commissioners, if you are a public institution; or

3. Anyone acting in a similar capacity

in the discharge of their responsibilities to any insured or by reason of being trustees, members of your Board of Governors, board members or commissioners, whether acting as individuals or collectively.

B. OTHER CHANGES FOR SCHOOLS

With respect to the operation of any school or other educational institution by you or on your behalf, the following provisions apply:

1. PROFESSIONAL HEALTH CARE SERVICES EXCLUSION

Exclusion **s. Professional Services** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Exclusion **(15) Professional Services** of Paragraph **a.** "Personal and advertising injury" under Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** are deleted and replaced by the following:

Professional Health Care Services Exclusion

If the school or other educational institution owns or operates an infirmary with facilities for lodging and treatment or a public clinic or hospital, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

a. The rendering of or failure to render:

(1) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;

(2) Any health or therapeutic service, treatment, advice or instruction; or

(3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy; or

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b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances: or

c. The handling, embalming, disposal, burial, cremation, disinterment, or other treatment of dead bodies, including autopsies, organ donation or other procedures.

2. CORPORAL PUNISHMENT LIMITATION

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Corporal Punishment

"Bodily injury", "property damage" or "personal and advertising injury" to your student arising out of any corporal punishment administered by or at the direction of any insured.

This exclusion does not apply to the extent that valid "underlying insurance" for liability resulting from corporal punishment exists or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage" and "personal and advertising injury". Coverage provided for corporal punishment will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

3. AIRCRAFT OR WATERCRAFT

Exclusion **j. Aircraft Or Watercraft** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by, rented or loaned to, or hired by, any insured. Use includes operation and "loading and unloading". For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools or school related activities.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by, rented or loaned to, or hired by, any insured.

This exclusion does not apply to the extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

4. ATHLETIC PARTICIPANTS LIMITATION

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

Athletic Participants

"Bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition.

Except with respect to the ownership, maintenance or use of any trampoline, mini-trampoline or other similar tumbling or rebound jumping device or equipment, this exclusion does not apply to the extent that valid "underlying insurance" for sports or athletic contests or exhibitions described above exists for the full limits shown for Commercial General Liability in the Schedule of "underlying insurance" in the Declarations for injury to persons practicing or participating in sports or athletic contests or exhibitions or would have existed but for the exhaustion of underlying limits for "bodily injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

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5. TRAMPOLINE EXCLUSION

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

Trampolines

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any trampoline, mini-trampoline or other similar tumbling or rebound jumping devices or equipment.

6. WHO IS AN INSURED – OTHER THAN AUTO (INCLUDING LIMITED CO-EMPLOYEE COVERAGE)

Section II – Who Is An Insured is changed as follows:

(a) Paragraph **1.a.** is changed to also add the following:

(6) Except for liability arising out of the ownership, maintenance or use of "covered autos", if you are designated in the Declarations as a School, you are an insured. The following are also insureds, but only with respect to their duties in connection with the positions described below:

a. Your "executive officers";

b. Your School Superintendent and/or Assistant School Superintendent(s);

c. Any of your School Principals and/or Assistant School Principals;

d. Any of your Board members or commissioners if you are a public board or commission; and

e. Any of your trustees or members of your Board of Governors, if you are a private charitable or educational institution.

(b) Paragraphs **1.b.(1), 1.b.(1)(a),** and **1.b.(1)(b)** are replaced by the following:

Each of the following is also an insured:

(1) All of the following entities:

a. Your "volunteer workers" only while performing duties related to the conduct of your business;

b. Your "employees", other than:

(i) Your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company);

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

(iii) Your School Superintendent, Assistant School Superintendents, School Principals, Assistant School Principals, your Board members, commissioners, or trustees (if you are a School),

but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;

c. Your student teachers teaching as part of their educational requirements, but only with respect to their duties as student teachers;

d. Any member of your parent-teacher organization or association, but only with respect to his or her activities as such a member which are performed on your behalf;

e. Any trustee, official or member of the board of directors of your parent-teacher organization or association, but only with respect to their duties as such;

f. Parent support groups (other than your parent-teacher organization or association), alumni associations, student clubs or other organizations, but only if they have been specifically authorized by you, and then only with respect to the use of your premises, or their activities off your premises that are within the scope of the authorized purpose of the organization. However, this insurance:

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(i) Does not apply to any of these organizations that own, rent or otherwise occupy premises away from your premises for a period of six (6) months or more; and

(ii) Is excess over any other premises/operations liability insurance, available to such organization, whether primary, excess, contingent, or on any other basis.

However, none of these "volunteer workers", "employees", student teachers, members of parent-teacher organizations or associations, parent support groups, alumni associations, student clubs or other similar organizations are insureds for:

(a) "Bodily injury" or "personal and advertising injury":

1. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company);

2. To your School Superintendents and/or Assistant School Superintendents, School Principals and/or Assistant School Principals, your Board members, commissioners, or trustees (if you are a School);

3. To your other student teachers while performing duties as such for you;

4. To other members of your parent-teacher organizations or associations, parent support groups, alumni associations, student clubs or any other authorized organization of yours while performing duties or activities as such for you or on your behalf;

5. To your other "volunteer workers" while performing duties related to the conduct of your school or business;

6. To the spouse, child, parent, brother or sister of that person as shown in Paragraphs **(a)1.** through **(a)5.** above as a consequence thereof;

7. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(a)1.** through **(a)6.** above; or

8. Arising out of his or her providing or failing to provide professional health care services.

(b) "Property damage" to property:

(i) owned, occupied or used by,

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees" or "volunteer workers"; any partner or member (if you are a partnership or joint venture); any member (if you are a limited liability company); any student teacher, Board member, commissioner, trustee, School Superintendent, Assistant School Superintendent, School Principal, or Assistant School Principal of yours (if you are a school), or any member of your parent-teacher organizations, parent support groups, alumni associations, student clubs or any other authorized organizations (if you are a school) while performing duties or activities as such for you or on your behalf.

C. NEWLY ACQUIRED ORGANIZATIONS – AUTOMATIC COVERAGE

Section II—Who Is An Insured is changed to replace Paragraph **1.c.** in its entirety by the following:

Any organization you newly acquire or form, other than:

(i) A joint venture, partnership or limited liability company; or

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(ii) An organization excluded either by the provisions of this Coverage Part, or by endorsement,

and over which you maintain ownership or majority interest of more than 50% will qualify as a Named Insured if there is no other similar insurance available to that organization. However;

a. Coverage under this provision is afforded only until the end of the policy period during which you acquire or form the organization;

b. **Coverage A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **Coverage B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization;

D. BROAD KNOWLEDGE OF OCCURRENCE

The following provisions are added to Paragraph **3.** of **Section IV – Conditions – Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

1. You only must give us or our authorized representative notice of an “occurrence”, offense, claim, or “suit” as soon as practical after the “occurrence”, offense, claim, or “suit” is known to:

a. You, if you are an individual;

b. A partner, if you are a partnership;

c. A manager, if you are a limited liability company; or

d. An “executive officer” or the “employee” designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

2. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an “occurrence”, offense, claim or “suit” and that failure is solely due to your reasonable belief that the “bodily injury”, “property damage” or “personal and advertising injury” is not covered under this Coverage Part. However, you shall give written notice of this “occurrence”, offense, claim or “suit” to us as soon as you are aware that this insurance may apply to such “occurrence”, offense, claim or “suit”.

E. UNINTENTIONAL OMISSION OR ERROR IN DISCLOSURE

The following provision is added to Paragraph **7. Representations Or Fraud** of **Section IV – Conditions:**

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance. At the same time, this provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHOOL DISTRICT LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

With respect to the operation of any college or school by you or on your behalf, the following provisions apply:

A. SCHOOL BOARD ERRORS AND OMISSIONS EXCLUSION

The following exclusion is added to paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability,** and to Paragraph **2. Exclusions** of **Section I – Coverage B -- Personal And Advertising Injury Liability:**

This insurance does not apply to:

School Board Errors And Omissions

"Bodily injury", "property damage", or "personal and advertising injury" arising out of any actual or alleged error, mis-statement, misleading statement, neglect, act, omission or breach of duty, including, but not limited to, misfeasance, malfeasance or nonfeasance by any of your:

1. Trustees or members of your Board of Governors, if you are a private institution; or

2. Your board members or commissioners, if you are a public institution; or

3. Anyone acting in a similar capacity

in the discharge of their responsibilities to any insured or by reason of being trustees, members of your Board of Governors, board members or commissioners, whether acting as individuals or collectively.

B. PROFESSIONAL HEALTH CARE SERVICES EXCLUSION

Exclusion **s. Professional Services** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Exclusion **(15) Professional Services** of Paragraph **a.** "Personal and advertising injury" under Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** are deleted and replaced by the following:

Professional Health Care Services Exclusion

If the college or school owns or operates an infirmary with facilities for lodging and treatment or a public clinic or hospital, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The rendering of or failure to render:

a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;

b. Any health or therapeutic service, treatment, advice or instruction; or

c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy; or

2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances: or

3. The handling, embalming, disposal, burial, cremation, disinterment, or other treatment of dead bodies, including autopsies, organ donation or other procedures.

C. CORPORAL PUNISHMENT LIMITATION

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

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Corporal Punishment

"Bodily injury", "property damage" or "personal and advertising injury" to your student arising out of any corporal punishment administered by or at the direction of any insured.

This exclusion does not apply to the extent that valid "underlying insurance" for liability resulting from corporal punishment exists or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage" and "personal and advertising injury". Coverage provided for corporal punishment will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

D. ATHLETIC PARTICIPANTS LIMITATION

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

Athletic Participants

"Bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition.

Except with respect to the ownership, maintenance or use of any trampoline, mini-trampoline or other similar tumbling or rebound jumping device or equipment, this exclusion does not apply to the extent that valid "underlying insurance" for sports or athletic contests or exhibitions described above exists for the full limits shown for Commercial General Liability in the Schedule of "underlying insurance" in the Declarations for injury to persons practicing or participating in sports or athletic contests or exhibitions or would have existed but for the exhaustion of underlying limits for "bodily injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

E. TRAMPOLINE EXCLUSION

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

Trampolines

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation or use of any trampoline, mini-trampoline or other similar tumbling or rebound jumping devices or equipment.

F. AIRCRAFT OR WATERCRAFT LIMITATION

Exclusion **j. Aircraft Or Watercraft** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by, rented or loaned to, or hired by, any insured. Use includes operation and "loading and unloading". For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools or school related activities.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by, rented or loaned to, or hired by, any insured.

This exclusion does not apply to the extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

G. WHO IS AN INSURED – OTHER THAN AUTO

Section II – Who Is An Insured is changed as follows**:**

1. Paragraph **1.a.** is changed to add the following:

Except for liability arising out of the ownership, maintenance or use of "covered autos":

a. If you are designated in the Declarations as:

(6) A school, school district or other educational institution, you are an insured. Your trustees, members of your Board Of Governors, board members and commissioners are also insureds, but only with respect to their duties as such.

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2. Paragraph **1.b.** is changed to also add the following as insureds:

Each of the following is also an insured:

Your student teachers teaching as part of their educational requirements, but only with respect to their duties as student teachers.

3. Paragraphs **1.b.(1)(a)** and **1.b.(1)(b)** are replaced by the following:

However, none of these "volunteer workers", "employees", or student teachers are insureds for:

(a) "Bodily injury" or "personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company); to your trustees, board members or commissioners (if you are a school); to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your school or business; to your other student teachers while performing duties as such for you; or to your other "volunteer workers" while performing duties related to the conduct of your school or business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee", student teacher or "volunteer worker" as a consequence of Paragraph **(a)(i)** above;

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(a)(i)** or (**a)(ii)** above; or

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

(b) "Property damage" to property:

(i) Owned, occupied or used by,

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees" or "volunteer workers"; any partner or member (if you are a partnership or joint venture); any member (if you are a limited liability company); any student teacher, Board member, commissioner, trustee of yours (if you are a school).

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHOOL DISTRICT LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

With respect to the operation of any college or school by you or on your behalf, the following provisions apply:

A. SCHOOL BOARD ERRORS AND OMISSIONS EXCLUSION

The following exclusion is added to paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability,** and to Paragraph **2. Exclusions** of **Section I – Coverage B -- Personal And Advertising Injury Liability:** This insurance does not apply to:

School Board Errors And Omissions "Bodily injury", "property damage", or "personal and advertising injury" arising out of any actual or alleged error, mis-statement, misleading statement, neglect, act, omission or breach of duty, including, but not limited to, misfeasance, malfeasance or nonfeasance by any of your:

1. Trustees or members of your Board of Governors, if you are a private institution; or

2. Your board members or commissioners, if you are a public institution; or

3. Anyone acting in a similar capacity

in the discharge of their responsibilities to any insured or by reason of being trustees, members of your Board of Governors, board members or commissioners, whether acting as individuals or collectively.

B. PROFESSIONAL HEALTH CARE SERVICES EXCLUSION

Exclusion **s. Professional Services** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Exclusion **(15) Professional Services** of Paragraph **a.** "Personal and advertising injury" under Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** are deleted and replaced by the following:

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Professional Health Care Services Exclusion

If the college or school owns or operates an infirmary with facilities for lodging and treatment or a public clinic or hospital, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The rendering of or failure to render:

a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;

b. Any health or therapeutic service, treatment, advice or instruction; or

c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy; or

2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances: or

3. The handling, embalming, disposal, burial, cremation, disinterment, or other treatment of dead bodies, including autopsies, organ donation or other procedures.

C. CORPORAL PUNISHMENT LIMITATION

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

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Corporal Punishment

"Bodily injury", "property damage" or "personal and advertising injury" to your student arising out of any corporal punishment administered by or at the direction of any insured.

This exclusion does not apply to the extent that valid "underlying insurance" for liability resulting from corporal punishment exists or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage" and "personal and advertising injury". Coverage provided for corporal punishment will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

D. ATHLETIC PARTICIPANTS LIMITATION

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

Athletic Participants

"Bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition.

Except with respect to the ownership, maintenance or use of any trampoline, mini-trampoline or other similar tumbling or rebound jumping device or equipment, this exclusion does not apply to the extent that valid "underlying insurance" for sports or athletic contests or exhibitions described above exists for the full limits shown for Commercial General Liability in the Schedule of "underlying insurance" in the Declarations for injury to persons practicing or participating in sports or athletic contests or exhibitions or would have existed but for the exhaustion of underlying limits for "bodily injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

E. TRAMPOLINE EXCLUSION

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

Trampolines

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation or use of any trampoline, mini-trampoline or other similar tumbling or rebound jumping devices or equipment.

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¶
"Insured**"** means school board and each of the members, who are now or shall be elected or appointed members of the Board of Education, Trustees or School Directors, Administrators, Teachers, Coaches and Employees of the School District named in the Declarations.¶
¶
"Named Insured" means the School District named in the declarations as legally constituted at the inception of the policy.¶
¶
"Wrongful Act" means any actual or alleged errors or misstatement ... [4]

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F. AIRCRAFT OR WATERCRAFT LIMITATION

Exclusion **j. Aircraft Or Watercraft** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

Aircraft Or Watercraft"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by, rented or loaned to, or hired by, any insured. Use includes operation and "loading and unloading". For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools or school related activities.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by, rented or loaned to, or hired by, any insured.

This exclusion does not apply to the extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

G. WHO IS AN INSURED – OTHER THAN AUTO

Section II – Who Is An Insured is changed as follows:

1. Paragraph **1.a.** is changed to add the following:

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":

a. If you are designated in the Declarations as:

(6) A school, school district or other educational institution, you are an insured. Your trustees, members of your Board Of Governors, board members and commissioners are also insureds, but only with respect to their duties as such.

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2. Paragraph **1.b.** is changed to also add the following as insureds:

b. Each of the following is also an insured:

Your student teachers teaching as part of their educational requirements, but only with respect to their duties as student teachers.

3. Paragraphs **1.b.(1)(a)** and **1.b.(1)(b)** are replaced by the following:

However, none of these "volunteer workers", "employees", or student teachers are insureds for:

(a) "Bodily injury" or "personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company); to your trustees, board members or commissioners (if you are a school); to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your school or business; to your other student teachers while performing duties as such for you; or to your other "volunteer workers" while performing duties related to the conduct of your school or business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee", student teacher or "volunteer worker" as a consequence of Paragraph **(a)(i)** above;

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (a)(i) or (a)(ii) above; or

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

(b) "Property damage" to property:

(i) Owned, occupied or used by,

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees" or "volunteer workers"; any partner or member (if you are a partnership or joint venture); any member (if you are a limited liability company); any student teacher, Board member, commissioner, trustee of yours (if you are a school).

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UMBRELLA ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. EXPECTED OR INTENDED INJURY OR DAMAGE

Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Exclusion **a.** of Paragraph **2.** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. KNOWLEDGE OF OCCURRENCE

Paragraph **a.** under Paragraph **3. Duties In The Event Of Occurrence, Offense, Claim Or Suit** contained in **Section IV – Conditions** is entirely replaced by the following**:**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

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

(3) A manager, if you are a limited liability company; or

(4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

(5) How, when and where the "occurrence" or offense took place;

(6) The names and addresses of any injured persons and witnesses; and

(7) The nature and location of any injury or damage arising out of the "occurrence" or offense.

C. MOBILE EQUIPMENT REDEFINED

Paragraph **f.(1)** of Definition **12.** "Mobile Equipment" under **Section V – Definitions**, **f.(1)** is replaced by the following:

(1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

(a) Snow removal;

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

(c) Street cleaning;

D. NEWLY FORMED OR ACQUIRED ORGANIZATIONS – EXTENDED PERIOD OF COVERAGE

Paragraph **1.c.** under **Section II – Who Is An Insured** is replaced by the following:

c. Any organization you newly acquire or form, other than:

(i) a partnership, joint venture, or limited liability company; or

(ii) An organization excluded either by the provisions of this policy or coverage part, or by endorsement,

and over which you maintain ownership or majority interest of more than 50% will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

(1) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

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(3) **Section I – Coverage B -- Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

E. NON-OWNED WATERCRAFT

Paragraph **(2)** of Exclusion **j. Aircraft Or Watercraft** of Paragraph **2. Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge.

F. PROPERTY DAMAGE – ELEVATORS

1. Subparagraphs **(3), (4),** and **(6)** of Exclusion **m. Damage To Property** under paragraph **2. Exclusions** of **Section I - Coverage A – Bodily Injury And Property Damage Liability** do not apply to the use of elevators.

2. Exclusion **n. Damage To Your Product**, under Paragraph **2.** of **Section I - Coverage A – Bodily Injury And Property Damage Liability** does not apply to the use of elevators.

The insurance afforded by this provision **Property Damage – Elevators** is excess over any other valid and collectible property and/or inland marine insurance (including any deductibles) available to the insured, and the **Other Insurance Condition** is changed accordingly.

G. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Under **Section I – Supplementary Payments – Coverages A and B:**

1. The limit shown in paragraph **1.b.** for the cost of bail bonds is changed from $2,000 to $3,000; and

2. The limit shown in paragraph **1.d.** for loss of earnings because of time off work is changed from $250 a day to $1,000 a day.

H. UNINTENTIONAL OMISSION IN DISCLOSURE

The following provision is added to Paragraph **7. Representations Or Fraud** of **Section IV – Conditions:**

However, the unintentional omission of any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

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UMBRELLA ADVANTAGE ENDORSEMENT – CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. EXPECTED OR INTENDED INJURY OR DAMAGE

Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Exclusion **a.** of Paragraph **2.** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. JOINT VENTURE / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

1. Paragraph **1.** of **Section II – Who Is An Insured** is changed to add the following:

Except for liability arising out of the ownership, maintenance or use of "covered autos":

d. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period, but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

(1) Prior to the termination or end date of any joint venture, partnership or limited liability company;

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, partnership or limited liability company; or

(3) To a joint venture, partnership or limited liability company which is, or ever was, insured under a "consolidated (wrap-up) insurance program" (also known as an owner-controlled insurance program).

"Consolidated (wrap-up) insurance program " (also known as an owner-controlled insurance program, O.C.I.P.) means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction, erection or demolition project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, sometimes referred to as an a Contractor Controlled Insurance Program (C.C.I.P.)

2. With respect to the coverage provided by this section **B. Joint Venture / Partnership / Limited Liability Company Coverage**, the last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

Except as provided in Paragraph **1.d.** above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **a.** under Paragraph **3. Duties In The Event Of Occurrence, Offense, Claim Or Suit** contained in **Section IV – Conditions** is entirely replaced by the following**:**

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a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the “occurrence” or offense is known to:

(1) You, if you are an individual;

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

(3) A manager, if you are a limited liability company; or

(4) An “executive officer” or the “employee” designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

(5) How, when and where the "occurrence" or offense took place;

(6) The names and addresses of any injured persons and witnesses; and

(7) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. MOBILE EQUIPMENT REDEFINED

Paragraph **f.(1)** of Definition **12.** “Mobile Equipment” under **Section V – Definitions**, **f.(1)** is replaced by the following:

(1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

(a) Snow removal;

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

(c) Street cleaning;

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS – EXTENDED PERIOD OF COVERAGE

Paragraph **1.c.** under **Section II – Who Is An Insured** is replaced by the following:

c. Any organization you newly acquire or form, other than:

(i) a partnership, joint venture, or limited liability company; or

(ii) An organization excluded either by the provisions of this policy or coverage part, or by endorsement, and over which you maintain ownership or majority interest of more than 50% will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

(1) Coverage under this provision is afforded only until the next anniversary date of this policy’s effective date after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) **Section I – Coverage B -- Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. NON-OWNED WATERCRAFT

Paragraph **(2)** of Exclusion **j. Aircraft Or Watercraft** of Paragraph **2. Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

G. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Under **Section I – Supplementary Payments – Coverages A and B:**

1. The limit shown in paragraph **1.b.** for the cost of bail bonds is changed from $2,000 to $3,000; and

2. The limit shown in paragraph **1.d.** for loss of earnings because of time off work is changed from $250 a day to $1,000 a day.

H. UNINTENTIONAL OMISSION IN DISCLOSURE

The following provision is added to Paragraph **7. Representations Or Fraud** of **Section IV – Conditions:**

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However, the unintentional omission of any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

I. WAIVER OF SUBROGATION

The **Transfer Of Rights Of Recovery Against Others To Us** Condition of **Section IV – Conditions** is amended by the addition of the following:

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard", if:

1. Such operations or work were done under a written contract or written agreement between you and such person or organization that contained a provision requiring such waiver; and

2. Such written contract or written agreement was:

a. Made prior to the covered injury or damage; and

b. In effect at the time of the covered injury or damage.

This waiver applies only with respect to such person or organization.

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UMBRELLA ADVANTAGE ENDORSEMENT – MANUFACTURERS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. EXPECTED OR INTENDED INJURY OR DAMAGE

Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Exclusion **a.** of Paragraph **2.** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. EMPLOYEES AS INSUREDS – HEALTH CARE SERVICES

1. Subparagraphs **(5), (6), (7)** and **(13)** of Exclusion **s. Professional Services** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Subparagraphs **(e), (f), (g)** and **(m)** of Exclusion **(15) Professional Services** of Paragraph **a.** "Personal and advertising injury" under Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** do not apply.

2. Section II – Who Is An Insured is changed to add subparagraph **(iv)** under Paragraph **1.b.(1)(a)** as follows**:**

However, none of these "employees" or "volunteer workers" are insureds for:

(a) "Bodily injury" or "personal and advertising injury":

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

However, this subparagraph does not apply to a nurse, emergency medical technician or paramedic with respect to professional health care services provided in the course of his or her employment by you provided you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

B. KNOWLEDGE OF OCCURRENCE

Paragraph **a.** under Paragraph **3. Duties In The Event Of Occurrence, Offense, Claim Or Suit** contained in **Section IV – Conditions** is entirely replaced by the following**:**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

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

(3) A manager, if you are a limited liability company; or

(4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

(5) How, when and where the "occurrence" or offense took place;

(6) The names and addresses of any injured persons and witnesses; and

(7) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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C. MOBILE EQUIPMENT REDEFINED

Paragraph **f.(1)** of Definition **12.** "Mobile Equipment" under **Section V – Definitions**, **f.(1)** is replaced by the following:

(1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

(a) Snow removal;

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

(c) Street cleaning;

D. NEWLY FORMED OR ACQUIRED ORGANIZATIONS – EXTENDED PERIOD OF COVERAGE

Paragraph **1.c.** under **Section II – Who Is An Insured** is replaced by the following:

c. Any organization you newly acquire or form, other than:

(i) a partnership, joint venture, or limited liability company; or

(ii) An organization excluded either by the provisions of this policy or coverage part, or by endorsement,

and over which you maintain ownership or majority interest of more than 50% will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

(1) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) Section I – Coverage A – Bodily Injury And Property Damage Liability does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Section I – Coverage B -- Personal And Advertising Injury Liability does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

E. NON-OWNED WATERCRAFT

Paragraph **(2)** of Exclusion **j. Aircraft Or Watercraft** of Paragraph **2. Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge.

F. PROPERTY DAMAGE – ELEVATORS

1. Subparagraphs **(3), (4),** and **(6)** of Exclusion **m. Damage To Property** under paragraph **2. Exclusions** of **Section I - Coverage A – Bodily Injury And Property Damage Liability** do not apply to the use of elevators.

2. Exclusion **n. Damage To Your Product**, under Paragraph **2.** of **Section I - Coverage A – Bodily Injury And Property Damage Liability** does not apply to the use of elevators.

The insurance afforded by this provision **Property Damage – Elevators** is excess over any other valid and collectible property and/or inland marine insurance (including any deductibles) available to the insured, and the **Other Insurance Condition** is changed accordingly.

G. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Under **Section I – Supplementary Payments – Coverages A and B:**

1. The limit shown in paragraph **1.b.** for the cost of bail bonds is changed from $2,000 to $3,000; and

2. The limit shown in paragraph **1.d.** for loss of earnings because of time off work is changed from $250 a day to $1,000 a day.

H. UNINTENTIONAL OMISSION IN DISCLOSURE

The following provision is added to Paragraph **7. Representations Or Fraud** of **Section IV – Conditions:**

However, the unintentional omission of any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

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UMBRELLA ADVANTAGE ENDORSEMENT – COVERED AUTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

If the "underlying insurance" is a Business Auto Coverage Form, the provisions of the Coverage Form are modified as follows:

A. EMPLOYEES AS INSUREDS

Paragraph **2. o**f **Section II – Who Is An Insured** is changed to add Paragraph **d.** as follows:

2. Only with respect to liability arising out of the ownership maintenance or use of "covered autos":

d. Any "employee" of yours is an insured while using a "covered auto" you don't own, hire or borrow in your business or your personal affairs.

B. EMPLOYEE HIRED AUTOS

Paragraph **2. o**f **Section II – Who Is An Insured** is changed to add Paragraph **e.** as follows:

2. Only with respect to liability arising out of the ownership maintenance or use of "covered autos":

e. An "employee" of yours is an insured while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a "covered auto".

C. LIMITED FELLOW EMPLOYEE COVERAGE

Subparagraph **(6)** of Paragraph **b.** under Paragraph **2. o**f **Section II – Who Is An Insured** is replaced by the following:

b. Anyone else while using with your permission a "covered auto" your own, hire or borrow is also an insured except:

(6) "Employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply to liability incurred by your "employees" who are "executive officers".

D. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

Paragraph **9.** of **Section IV – Conditions** is replaced by the following:

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation, maintenance, use, "loading or unloading" of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:

a. Made prior to the covered injury or damage; and

b. In effect at the time of the covered injury or damage; and

2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies only to such person or organization designated in such written contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

With respect to coverage provided for “garage operations”, the following changes apply:

SECTION I – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Exclusions

Paragraph **2. Exclusions** of **Coverage A – Bodily Injury And Property Damage Liability** is revised as follows:

1. Paragraph **m.(1)(a) Damage To Property** is replaced by the following:

(1) Property:

(a) You own, rent or occupy.

2. Paragraph **o. Damage To Your Work** is replaced with the following:

"Property damage" to "your work" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

3. The following exclusion is added:

LEASED AUTOS

Any "covered auto" while leased or rented to others. But this exclusion does not apply to a "covered auto" you rent to one of your customers while their "auto" is left with you for service or repair.

B. Who Is An Insured

Paragraph **2.** of **Section II – Who Is An Insured** is replaced by the following:

2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":

a. You are an insured.

b. Anyone else while using with your permission a "covered auto" you own, hire, or borrow is also an insured except:

(1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.

(2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a "covered auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is your "garage operations".

(4) Your customers.

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.

(6) "Employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

d. Your "employee" while using a "covered auto" you do not own, hire or borrow in your business or your personal affairs.

SECTION II – PERSONAL AND ADVERTISING INJURY LIABILITY

Section I – Coverage B – Personal And Advertising Injury Liability does not apply and none of the references to it in the Coverage Part apply.

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This exclusion does not apply if liability coverage for “personal and advertising injury” is provided in the “underlying insurance” for Garage Liability coverage for the full liability limits shown in the Declarations under the Schedule of “underlying insurance”.

SECTION III – EXPANDED TERRITORY CONDITION NOT APPLICABLE

Paragraph **14. Expanded Coverage Territory** of **Section IV – Conditions** does not apply.

SECTION IV – DEFINITIONS

A. The following definitions are revised:

1. The “coverage territory” definition is replaced by the following:

”Coverage territory” means:

a. The United States of America (including its territories and possessions), Puerto Rico, Canada, and:

b. Anywhere in the world if:

(1) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days of less; and

(2) The insured’s responsibility to pay damages is determined in a “suit” on the merits, in the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **1.a.** above; or

c. All other parts of the world if the injury or damage is caused by:

(1) “Your product” which is sold for use in the territory described in Paragraph **1.a.** above;

(2) An insured who permanently lives within the territory described in Paragraph **1.a.** above while the insured is temporarily outside of one of those places on your garage business; or

(3) “Personal and advertising injury” offenses that take place through the Internet or similar electronic means of communication;

provided the original “suit” for damages is brought in the territory described in Paragraph **1.a.** above.

However, we will not provide worldwide coverage for any “work you performed”.

2. The "property damage" definition is replaced by the following:

"Property damage" means:

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

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

With respect to "covered autos", “property damage” also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

3. The "your product" definition is replaced by the following:

"Your product" includes:

a. The goods or products you made or sold in a garage business; and

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

4. The "your work" definition is replaced by the following:

"Your work" includes:

a. Work that someone performed on your behalf; and

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

5. The "products completed operations hazard" definition does not apply.

B. The following definition is added:

"Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of "covered autos". "Garage operations" also include all operations necessary or incidental to a garage business.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO DEALERS – CUSTOMERS AS INSUREDS (COVERED AUTOS)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This endorsement modifies insurance provided under the Commercial Liability Umbrella Coverage Part as amended by the Garage Endorsement, **CL CU 24 30**.

Paragraph **B. Who Is An Insured** under **Section I – Bodily Injury And Property Damage Liability** of the Garage Endorsement, **CL CU 24 30,** is replaced by the following:

2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":

a. You are an insured.

b. Anyone else while using with your permission a "covered auto" you own, hire, or borrow is also an insured except:

(1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.

(2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a "covered auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is your "garage operations".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.

(5) "Employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

d. Your "employee" while using a "covered auto" you do not own, hire or borrow in your business or your personal affairs.

The Garage Endorsement, **CL CU 24 30,** is changed as stated herein and not otherwise.

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ELECTRONIC DATA LIABILITY EXCLUSION AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion **t.** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

t. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

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

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UMBRELLA ADVANTAGE ENDORSEMENT – GARAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This endorsement modifies insurance provided for "garage operations" under the Commercial Liability Umbrella Coverage Part as amended by the Garage Endorsement, **CL CU 24 30.**

A. KNOWLEDGE OF OCCURRENCE

Paragraph **a.** under Paragraph **3. Duties In The Event Of Occurrence, Offense, Claim Or Suit** contained in **Section IV – Conditions** is entirely replaced by the following**:**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

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

(3) A manager, if you are a limited liability company; or

(4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

(5) How, when and where the "occurrence" or offense took place;

(6) The names and addresses of any injured persons and witnesses; and

(7) The nature and location of any injury or damage arising out of the "occurrence" or offense.

B. LIMITED FELLOW EMPLOYEE COVERAGE

1. Paragraph **2.b.(6)** of **Section II – Who Is An Insured**, as amended by the Garage Endorsement, **CL CU 24 30,** is replaced by the following:

b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:

(6) "Employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, Paragraph **(6)** above does not apply to liability incurred by "employees" who are "executive officers", managers or directors of yours, while performing duties as your officers, managers or directors related to the conduct of your garage business

2. Paragraph **1.b.(1)(a)** is replaced by the following:

(a) "Bodily injury" or "personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business.

However, the paragraph **(a)(i)** above does not apply to "bodily injury" or "personal and advertising injury" liability to a co-"employee" incurred by your "employees" who are your managers while performing duties as such related to the conduct of your business.

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C. NEWLY FORMED OR ACQUIRED GARAGE BUSINESS – EXTENDED PERIOD OF COVERAGE

Paragraph **1.c.** under **Section II – Who Is An Insured** is replaced by the following:

c. Any garage business you newly acquire or form, other than:

(i) a partnership, joint venture, or limited liability company; or

(ii) An organization excluded either by the provisions of this policy or coverage part, or by endorsement,

and over which you maintain ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

(1) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) **Section I – Coverage B -- Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

D. NON-OWNED WATERCRAFT

Subparagraph **(2)** of Exclusion **j. Aircraft Or Watercraft** of Paragraph **2. Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge.

E. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

1. Subparagraphs **(5), (6), (7)** and **(13)** of Exclusion **s. Professional Services** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Subparagraphs **(e), (f), (g)** and **(m)** of Exclusion **(15) Professional Services** of Paragraph **a.** "Personal and advertising injury" under Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** do not apply.

2. **Section II – Who Is An Insured** is changed to add subparagraph **(iv)** under Paragraph **1.b.(1)(a)** as follows**:**

However, none of these "employees" or "volunteer workers" are insureds for:

(a) "Bodily injury" or "personal and advertising injury":

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

F. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Under **Section I – Supplementary Payments – Coverages A and B:**

1. The limit shown in paragraph **1.b.** for the cost of bail bonds is changed from $2,000 to $3,000; and

2. The limit shown in paragraph **1.d.** for loss of earnings because of time off work is changed from $250 a day to $1,000 a day.

G. UNINTENTIONAL OMISSION IN DISCLOSURE

The following provision is added to Paragraph **7. Representations Or Fraud** of **Section IV – Conditions:**

However, the unintentional omission of any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

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H. COVERAGE TERRITORY AMENDMENT

With respect to your “garage operations”:

1. Paragraph **4.** “coverage territory” of **Section V – Definitions**, as amended by the Garage Endorsement, **CL CU 24 30**, is replaced by the following:

”Coverage territory” means:

a. The United States of America (including its territories and possessions), Puerto Rico, Canada, and:

b. Anywhere in the world if:

(1) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days of less; and

(2) The insured’s responsibility to pay damages is determined in a “suit” on the merits, in the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **1.a.** above; or

c. All other parts of the world if the injury or damage is caused by:

(1) “Your product” which is sold for use in the territory described in Paragraph **1.a.** above;

(2) An insured who permanently lives within the territory described in Paragraph **1.a.** above while the insured is temporarily outside of one of those places on your garage business; or

(3) “Personal and advertising injury” offenses that take place through the Internet or similar electronic means of communication;

provided the original “suit” for damages is brought in the territory described in Paragraph **1.a.** above.

However, we will not provide worldwide coverage for any “work you performed”.

2. Paragraph **14. Expanded Coverage Territory** of **Section IV – Conditions** does not apply.

I. DEFINITIONS

As used in this endorsement:

1. "Property damage" means:

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

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

With respect to "covered autos", “property damage” also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

2. The "your product" definition is replaced by the following:

"Your product" includes:

a. The goods or products you made or sold in a garage business; and

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

3. The "your work" definition is replaced by the following:

"Your work" includes:

a. Work that someone performed on your behalf; and

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

4. The "products completed operations hazard" definition does not apply.

5. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of "covered autos". "Garage operations" also include all operations necessary or incidental to a garage business.

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EMPLOYEES AS INSUREDS – AUTO

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

If the "underlying insurance" is a Business Auto Coverage Form, the provisions of the Coverage Form are modified as follows:

Paragraph **2. o**f **Section II – Who Is An Insured** is changed to add the following:

2. Only with respect to liability arising out of the ownership maintenance or use of “covered autos”:

Any "employee" of yours is an insured while using a “covered auto" you don't own, hire or borrow in your business or your personal affairs.

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EMPLOYEE HIRED AUTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

If the "underlying insurance" is a Business Auto Coverage Form, the provisions of the Coverage Form are modified as follows:

Paragraph **2. o**f **Section II – Who Is An Insured** is changed to add the following:

2. Only with respect to liability arising out of the ownership maintenance or use of “covered autos”:

An “employee” of yours is an insured while operating a “covered auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

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CONDOMINIUM ASSOCIATION DIRECTORS AND OFFICERS LIABILITY UMBRELLA COVERAGE

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Commercial Liability Umbrella Coverage Form apply unless modified by this endorsement.

SCHEDULE

Limits Of Insurance	
$	**Each Claim**
	Aggregate Limit Shown in the Policy Declarations
	Retroactive Date:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following is added to **Section I – Coverages:**

COVERAGE – CONDOMINIUM ASSOCIATION DIRECTORS AND OFFICERS LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of any "wrongful act" by any "director or officer" of the insured to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such a "wrongful act" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. At our discretion, we may investigate any report of a "wrongful act" and settle any resultant claim or "suit", for which we have a duty to defend. But:

(1) The amount we will pay for "ultimate net loss" is limited as described in Paragraph **D. Limits Of Insurance** of this endorsement; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **B. Supplementary Payments**.

b. This insurance applies only if:

(1) The "wrongful act" occurs in the "coverage territory";

(2) The "wrongful act" did not take place before the Retroactive Date, if any, shown in the Schedule above nor after the end of the "policy period"; and

(3) A claim for damages, because of a "wrongful act" is first made against any insured, in accordance with Paragraph **c.** below, during the "policy period" or an Extended Discovery Period we provide under Paragraph **F.** of this endorsement.

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Paragraph **b.(1)** above does not apply to a "wrongful act" that occurred in the "coverage territory" before the retroactive date of this endorsement if the insured had no knowledge of such "wrongful act", could not reasonably foresee any circumstances which might result in a claim or "suit", and does not have any other insurance that is applicable to the "wrongful act".

c. A claim seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured, or by the "underlying insurer", or us if the limits of the "underlying insurance" have been used up, whichever comes first; or

(2) When we make settlement in accordance with Paragraph **1.a.** above or settlement is made by the "underlying insurer" with our agreement.

d. All claims for damages causing loss to the same person or organization because of a "wrongful act", or a series of related "wrongful acts", including damages claimed by any dependents and beneficiaries, will be deemed to have been made at the time the first of those claims is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury". "Bodily injury" also includes the transmission of any communicable disease. "Personal and advertising injury" also includes mental anguish, discrimination, and humiliation.

c. Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

d. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

e. Securities Handling

Statutory or common law relating to the purchase, sale or disposition of securities.

f. Compensation Practices

Salary, compensation or bonuses voted to or denied to any insured.

g. Insurance Procurement

Procuring, effecting and maintaining insurance, including with respect to amount, form, conditions or other provisions of such insurance.

h. Personal Profit Or Gain

Damages arising out of any transactions of any insured because of personal profit, gain or advantage which is not shared equitably by your members.

i. Non-monetary Damages

Damages of any type other than money damages.

j. Recoverable Damages

Damages recoverable from the Named Insured.

k. Civil Rights Laws

Damages arising out of the violation of any civil rights laws.

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l. Pollution

Damages which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This includes any loss, cost or expense rising out of any environmental liability statutes or regulations, or any governmental or other request, demand or order, including but not limited to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing any "pollutants".

B. Supplementary Payments

For the purposes of the coverage provided by this endorsement:

1. All references to **Supplementary Payments – Coverages A and B** are replaced by **Supplementary Payments – Coverages A, B and Condominium Association Directors And Officers Liability Coverage.**

2. Paragraphs **1.b.** and **3.** of the Supplementary Payments provision do not apply.

C. Who Is An Insured

For the purposes of the coverage provided by this endorsement, **Section II – Who Is An Insured** is replaced by the following:

Each of the following is an insured:

1. You.

You are also an insured with respect to claims for which you are obligated to indemnify your "directors and officers".

2, Your "directors and officers";

3. Persons, their estates, guardians or legal representatives who are no longer your "directors and officers" at the time of discovery of a "wrongful act" but who were your "directors and officers" at the time the "wrongful act" occurred.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

(a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "policy period", whichever is earlier; and

(b) Coverage under this provision does not apply to any "wrongful act" that occurred before you acquired or formed the organization, and the last paragraph under Paragraph **A.1.b.** of this endorsement does not apply to the extent it conflicts with this paragraph.

D. Limits Of Insurance

For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

1. Our obligation to pay damages on behalf of the insured applies only to the amount of "ultimate net loss" in excess of the "retained limit(s)". If there is "underlying insurance" with a policy period that is non-concurrent with the "policy period" of this endorsement, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the "policy period" or the Extended Discovery Period of this endorsement.

2. The Limits of Insurance shown or referenced in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits"; or

(d) "wrongful acts".

3. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" because of:

a. Coverage A. Bodily Injury And Property Damage Liability except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto";

b. Coverage B. Personal And Advertising Injury Liability; and

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c. All damages arising out of any actual or alleged “wrongful act(s)” by any “director or officer” of any insured in the discharge of their responsibilities.

4. Subject to the Aggregate Limit in Paragraph **D.3.** above, the most we will pay for the sum of all “ultimate net loss” for damages under the **Condominium Association Directors And Officers Liability Umbrella Coverage** arising from:

(i) A “wrongful act”; or

(ii) A series of related “wrongful acts”;

is the Each Claim Limit shown in the **Schedule** of this endorsement.

5. Paragraph **5.** is replaced by the following:

If there is “underlying insurance” with a policy period that is non-concurrent with the “policy period” of this Commercial Liability Umbrella Coverage Part, the “retained limit(s)” will only be reduced or exhausted by payments for:

a. “Bodily injury” or “property damage” which occurs during the “policy period” of this Coverage Part;

b. “Personal and advertising injury” for offenses that are committed during the “policy period” of this Coverage Part; or

c. Damages for any “wrongful act” by any “director or officer” of any insured in the discharge of their responsibilities.

However, if any “underlying insurance” is written on a claims-made basis, the “retained limit(s)” will only be reduced or exhausted by claims for that insurance that are made during the “policy period”, or any Extended Discovery Period, of this Coverage Part.

The Aggregate Limit of Insurance as described in Paragraph **3.** above applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the “policy period” shown in the Declarations of the policy to which this endorsement is attached, unless the “policy period” is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. Conditions

For the purposes of the coverage provided by this endorsement, **Section IV – Conditions** is changed as follows:

1. Paragraph **3. Duties In The Event Of Occurrence, Offense, Claim Or "Suit"** is replaced by the following:

3. Duties In The Event Of “Wrongful Act”, Claim Or "Suit"

a. You must see to it that we are notified as soon as practicable of any “wrongful act” which may result in a claim. To the extent possible, notice should include:

(1) What the “wrongful act” was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the “wrongful act”.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error

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or omission to which this insurance may also apply.

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d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

2. Paragraph **5.a. Other Insurance** is replaced by the following:

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages **A** or **B** or the **Condominium Directors And Officers Liability Coverage** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

3. Paragraph **14. Expanded Coverage Territory** does not apply.

F. EXTENDED DISCOVERY PERIOD

For the purposes of the coverage provided for "wrongful acts" by this endorsement, the following Extended Discovery Period provisions are added:

1. We will provide one or more Extended Discovery Periods, as described further down, if:

a. The policy to which this endorsement is attached is cancelled or non-renewed;

b. The coverage provided by this endorsement is deleted or not renewed; or

c. We renew or replace this endorsement with insurance that:

(1) Has a Retroactive Date later than the date shown in the **Schedule** of this endorsement;

(2) Does not apply to "wrongful acts" on a claims-made basis; or

(3) Has terms that are less favorable to you.

2. Extended Discovery Periods do not extend the "policy period" or change the scope of coverage provided by this endorsement. They apply only to claims for "wrongful acts" that occurred before the end of the "policy period" but not before the Retroactive Date, if any, shown in the **Schedule** of this endorsement.

Claims for such damage which are first received and recorded during the Extended Discovery Periods, as applicable and as described below, will be deemed to have been made on the last day of the "policy period".

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

3. Automatic Extended Discovery Period

An Automatic Extended Discovery Period is provided without additional charge. It starts with the end of the "policy period" and lasts for sixty (60) days for claims from "wrongful acts" not previously reported to us.

The Automatic Extended Discovery Period does not:

a. Reinstate or increase the Limits of Insurance; or

b. Apply to claims that are covered under any subsequent insurance you purchase or otherwise cause to be into effect, or that would be covered but for the exhaustion of the amount of insurance applicable to such claims.

4. Optional Extended Discovery Period

An Optional Extended Discovery Period of three (3) years is available, but only by endorsement and for an extra premium charge. This Optional Extended Discovery Period, if purchased, starts when the Automatic Extended Discovery Period, as set forth in Paragraph **F.3.** above, ends.

You must give us a written request for this Optional Extended Discovery Period endorsement within 60 days after the effective date of one of the events described in Paragraphs **F.1.a., F.1.b.** and **F.1.c.** above. The Optional Extended Discovery Period will not go into effect unless you pay the additional premium promptly when due.

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The additional premium for the Optional Extended Discovery Period will be 200% of the annual premium for this **Condominium Association Directors And Officers Liability Umbrella Coverage**.

The endorsement for the Optional Extended Discovery Period will set forth the terms, not inconsistent with this Section, applicable to the Optional Extended Discovery 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 Optional Extended Discovery Period begins.

5. Aggregate Limit For Optional Extended Discovery Period

If the Optional Extended Discovery Period is in effect, we will provide an **Optional Extended Discovery Period Aggregate Limit** of insurance equal to the dollar amount of the **Aggregate Limit** as referenced in the **Schedule** of this endorsement**,** but only for claims first received and recorded during the Optional Extended Discovery Period.

Paragraph **D.3.** of this endorsement will be amended accordingly. The Each Claim Limit shown in the **Schedule** of this endorsement will then continue to apply as set forth in Paragraph **D.4.** of this endorsement.

G. DEFINITIONS

For the purposes of the coverage provided by this endorsement, the following changes apply to **Section V – Definitions:**

1. The following definitions are added:

a. “Directors and officers” means those individuals which form the administrative body of the Named Insured, provided each individual is duly elected or appointed by the owners of the Condominium Association to serve on the managing body of that entity.

b. “Policy period” means that period stated in the Declarations. However, if this endorsement is issued subsequent to the effective date of the policy, the “policy period” for this endorsement will start with the effective date of the endorsement and end with the expiration date of the policy.

b. “Wrongful act” means any actual or alleged negligent act, error, omission, neglect, breach of duty, misstatement or misleading statement of any one or more “directors and officers” of the Named Insured, while acting in their capacity as such, in the discharge of their responsibilities to any insured or to the shareholders of any insured, whether acting as individuals or collectively, or any matter claimed against them by reason of their being “directors and officers” of that insured.

2. Definition **4.,** “coverage territory”, and definition **21.,** “suit”, are replaced by the following:

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

21. "Suit" means a civil proceeding in which damages because of a “wrongful act” to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPTIONAL EXTENDED DISCOVERY PERIOD ENDORSEMENT FOR CONDOMINIUM ASSOCIATION DIRECTORS AND OFFICERS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This endorsement modifies insurance provided under the Commercial Liability Umbrella Coverage Part as amended by the Condominium Association Directors And Officers Liability Coverage endorsement (claims-made) and/or any other endorsement attached hereto.

A. An Optional Extended Discovery Period Endorsement is provided, as described in Paragraph **F. Extended Discovery Period** of the Condominium Association Directors And Officers Liability Coverage endorsement, **CL CU 27 04**.

B. An **Optional Extended Discovery Period Aggregate Limit** applies, as set forth below in Paragraph **C.** of this endorsement, to claims first received and recorded during the Optional Extended Discovery Period. This limit is equal to the dollar amount of the Aggregate Limit shown in the Commercial Liability Umbrella **Declarations** under **Limits Of Insurance** in effect at the end of the "policy period".

C. With respect to any coverage provided by the Condominium Association Directors And Officers Liability Coverage, **CL CU 27 04**, Paragraph **3.** of Paragraph **D. Section III – Limits of Insurance** is replaced by the following:

3. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" because of:

a. Coverage **A. Bodily Injury And Property Damage Liability** except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto";

b. Coverage **B. Personal And Advertising Injury Liability;** and

c. All damages arising out of any actual or alleged "wrongful act(s)" by any "director or officer" of any insured in the discharge of their responsibilities.

However, the Aggregate Limit does not apply to claims first received and recorded during the Optional Extended Discovery Period.

The **Optional Extended Discovery Period Aggregate Limit** is the most we will pay for the sum of all "ultimate net loss" because of damages arising out of "wrongful acts" for claims first received and recorded during the Optional Extended Discovery Period.

D. Any insurance provided by this endorsement for claims first received during the Optional Extended Discovery Period is excess over any other valid and collectible insurance available under other policies in force after the Optional Extended Discovery Period begins.

E. This endorsement will not take effect unless the additional premium for it, as set forth in Paragraph **4. Optional Extended Discovery Period** of Paragraph **F. Extended Discovery Period** of the Condominium Association Directors And Officers Liability Coverage, **CL CU 27 04,** is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

F. All other provisions of the Commercial Liability Umbrella Coverage Part, as amended by the Condominium Association Directors And Officers Coverage, **CL CU 27 04,** apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Additional Covered Employee Benefits Programs	
Limit Of Insurance	
$ **Each Employee**	
Aggregate Limit Shown in the Policy Declarations	
Retroactive Date:	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following is added to **Section I – Coverages:**

COVERAGE – EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such an act, error or omission when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. At our discretion, we may investigate any report of an act, error or omission and settle any resultant "claim" or "suit", for which we have a duty to defend. But:

(1) The amount we will pay for "ultimate net loss" is limited as described in Paragraph **D. Limits Of Insurance**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

b. This insurance applies only if:

(1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";

(2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and

(3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide under Paragraph **F.** of this endorsement.

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c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or

(2) When we make settlement in accordance with Paragraph **1.a.** above or settlement is made by the "underlying insurer" with our agreement.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. EXCLUSIONS

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

(1) Failure of any investment to perform;

(2) Errors in providing information on past performance of investment vehicles; or

(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

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B. SUPPLEMENTARY PAYMENTS

For the purposes of the coverage provided by this endorsement:

1. All references to **Supplementary Payments – Coverages A and B** are replaced by **Supplementary Payments – Coverages A, B and Employee Benefits Liability.**

2. Paragraphs **1.b.** and **3.** of the Supplementary Payments provision do not apply.

3. Paragraph **1.d.** of the Supplementary Payments provision is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

C. WHO IS AN INSURED

For the purposes of the coverage provided by this endorsement, Paragraphs **1.b.** and **1.c.** of **Section II – Who Is An Insured** are replaced by the following:

1. Except for liability arising out of the ownership, maintenance, or use of "covered autos":

b. Each of the following is also an insured:

(1) Each of your "employees" who is or was authorized to administer your "employee benefit program".

(2) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

(3) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.

c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

(1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

However, if any of the Umbrella Advantage Endorsements, **CL CU 24 26, CL CU 24 27 or CL CU 27 28** is a part of this policy, then Paragraph **(1)** above is changed to afford coverage until the end of the policy period in which you acquire or form the organization or until the next anniversary date of the policy's effective date, whichever is earlier

(2) Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. LIMITS OF INSURANCE

For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

1. Our obligation to pay damages on behalf of the insured applies only to the amount of "ultimate net loss" in excess of the "retained limit(s)". If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this endorsement, the "retained limit(s)" will only be reduced or exhausted by "claims" for that insurance that are made during the policy period or the Extended Reporting Period of this endorsement.

2. The Limits of Insurance shown or referenced in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) "Claims" made or "suits" brought;

(c) Persons or organizations making "claims" or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

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3. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" because of:

(a) Acts, errors or omissions negligently committed in the "administration" of your "employee benefit program";

(b) Coverage **A,** except “ultimate net loss“ because of “bodily injury” or “property damage” arising out of the ownership, maintenance or use of a “covered auto“; and

(c) Coverage **B.**

4. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for the sum of all "ultimate net loss" for damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions;

negligently committed in the "administration” of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

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

E. CONDITIONS

For the purposes of the coverage provided by this endorsement, Condition **3.** of **Section IV – Commercial Liability Umbrella Conditions** is replaced by the following:

3. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. EXTENDED REPORTING PERIOD

For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part.

Extended Reporting Period

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

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a. This endorsement is canceled or not renewed; or

b. We renew or replace this endorsement with insurance that:

(1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

(2) Does not apply to an act, error or omission on a claims-made basis.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

a. The "employee benefit programs" insured;

b. Previous types and amounts of insurance;

c. Limits of insurance available under this endorsement for future payment of damages; and

d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the 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 Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown for the Aggregate Limit in the Policy Declarations under Limits of Insurance.

Paragraph **D.3.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.4.**

G. DEFINITIONS

For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

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3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit 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,provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

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; and

e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

H. For the purposes of the coverage provided by this endorsement, Definitions **6.** and **21.** in the **Definitions** Section are replaced by the following:

6. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Additional Covered Employee Benefits Programs	
Limit Of Insurance	
$ **Each Employee**	
Aggregate Limit Shown in the Policy Declarations	
Retroactive Date:	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following is added to **Section I – Coverages:**

COVERAGE – EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such an act, error or omission when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. At our discretion, we may investigate any report of an act, error or omission and settle any resultant "claim" or "suit", for which we have a duty to defend. But:

(1) The amount we will pay for "ultimate net loss" is limited as described in Paragraph **D. Limits Of Insurance**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

b. This insurance applies only if:

(1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";

(2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and

(3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide under Paragraph **F.** of this endorsement.

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A. INSURING AGREEMENT¶
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This insurance applies to Employee Benefits Liability Coverage subject to the terms, conditions, and exclusions of the underlying policy described in the Declarations for Underlying Insurance.¶
¶
In the event Employee Benefits Liability Coverage is not in force under any underlying policy described in the Declarations for Underlying Insurance, this endorsement shall not apply.¶
¶
All other terms and conditions of this policy remain unchanged.¶

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c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or

(2) When we make settlement in accordance with Paragraph **1.a.** above or settlement is made by the "underlying insurer" with our agreement.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. EXCLUSIONS

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

(1) Failure of any investment to perform;

(2) Errors in providing information on past performance of investment vehicles; or

(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

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B. SUPPLEMENTARY PAYMENTS

For the purposes of the coverage provided by this endorsement:

1. All references to **Supplementary Payments – Coverages A and B** are replaced by **Supplementary Payments – Coverages A, B and Employee Benefits Liability.**

2. Paragraphs **1.b.** and **3.** of the Supplementary Payments provision do not apply.

3. Paragraph **1.d.** of the Supplementary Payments provision is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

C. WHO IS AN INSURED

For the purposes of the coverage provided by this endorsement, Paragraphs **1.b.** and **1.c.** of **Section II – Who Is An Insured** are replaced by the following:

1. Except for liability arising out of the ownership, maintenance, or use of "covered autos":

b. Each of the following is also an insured:

(1) Each of your "employees" who is or was authorized to administer your "employee benefit program".

(2) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

(3) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.

c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

(1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

However, if any of the Umbrella Advantage Endorsements, **CL CU 24 26, CL CU 24 27 or CL CU 27 28** is a part of this policy, then Paragraph **(1)** above is changed to afford coverage until the end of the policy period in which you acquire or form the organization or until the next anniversary date of the policy's effective date, whichever is earlier

(2) Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. LIMITS OF INSURANCE

For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

1. Our obligation to pay damages on behalf of the insured applies only to the amount of "ultimate net loss" in excess of the "retained limit(s)". If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this endorsement, the "retained limit(s)" will only be reduced or exhausted by "claims" for that insurance that are made during the policy period or the Extended Reporting Period of this endorsement.

2. The Limits of Insurance shown or referenced in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) "Claims" made or "suits" brought;

(c) Persons or organizations making "claims" or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

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3. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" because of:

(a) Acts, errors or omissions negligently committed in the "administration" of your "employee benefit program";

(b) Coverage **A,** except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and

(c) Coverage **B.**

4. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for the sum of all "ultimate net loss" for damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

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

E. CONDITIONS

For the purposes of the coverage provided by this endorsement, Condition **3.** of **Section IV – Commercial Liability Umbrella Conditions** is replaced by the following:

3. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. EXTENDED REPORTING PERIOD

For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part.

Extended Reporting Period

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

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a. This endorsement is canceled or not renewed; or

b. We renew or replace this endorsement with insurance that:

(1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

(2) Does not apply to an act, error or omission on a claims-made basis.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

a. The "employee benefit programs" insured;

b. Previous types and amounts of insurance;

c. Limits of insurance available under this endorsement for future payment of damages; and

d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the 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 Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown for the Aggregate Limit in the Policy Declarations under Limits of Insurance.

Paragraph **D.3.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.4.**

G. DEFINITIONS

For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

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3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit 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,provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

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; and

e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

H. For the purposes of the coverage provided by this endorsement, Definitions **6.** and **21.** in the **Definitions** Section are replaced by the following:

6. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD ENDORSEMENT FOR EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This endorsement modifies insurance provided under the Commercial Liability Umbrella Coverage Part as amended by the Employee Benefits Liability Coverage endorsement (claims-made) and/or any other endorsement attached hereto.

A. An Extended Reporting Period Endorsement is provided, as described in Paragraph **F**. of the Employee Benefits Liability Coverage Endorsement, **CL CU 27 06**.

B. An Extended Reporting Period Aggregate Limit applies, as set forth below in Paragraph **C.** of this endorsement, to claims first received and recorded during the Extended Reporting Period. This limit is equal to the Aggregate Limit shown in the Policy Declarations in effect at the end of the policy period.

C. Paragraph **D.3.** of the Employee Benefits Liability Coverage endorsement, **CL CU 27 06**, is replaced by the following:

The Aggregate Limit shown in the Policy Declarations is the most we will pay for the sum of all "ultimate net loss" because of:

(a) Acts, errors or omissions negligently committed in the "administration" of your "employee benefit program";

(b) Coverage **A,** except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and

(c) Coverage **B.**

However, the Aggregate Limit does not apply to claims first received and recorded during the Extended Reporting Period.

The **Extended Reporting Period Aggregate Limit** is the most we will pay for the sum of all "ultimate net loss" because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program" for claims first received and recorded during the Extended Reporting Period.

D. This endorsement will not take effect unless the additional premium for it, as set forth in Paragraph **F.** of the Employee Benefits Liability Coverage ndorsement, **CL CU 27** 06, is paid when due. If that premium is paid when due, this endorsement may not be cancelled by us.

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THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE – AUTO DEALERS

THIS ENDORSEMENT CONTAINS AN EXTENDED REPORTING PERIOD WITH NO PROVISION FOR FURTHER EXTENSIONS OR RESTORATION OF THE EXTENDED REPORTING PERIOD.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Additional Covered Employee Benefits Programs	
Limit Of Insurance	
$ **Each Employee**	
Aggregate Limit Shown in the Policy Declarations	
Retroactive Date:	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following is added to **Section I – Coverages:**

COVERAGE – EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such an act, error or omission when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. At our discretion, we may investigate any report of an act, error or omission and settle any resultant "claim" or "suit", for which we have a duty to defend. But:

(1) The amount we will pay for "ultimate net loss" is limited as described in Paragraph **D. Limits Of Insurance**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

b. This insurance applies only if:

(1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";

(2) The act, error or omission takes place in the “coverage territory”;

(3) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and

(4) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or the Extended Reporting Period provided under Paragraph **F.** of this endorsement.

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c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or

(2) When we make settlement in accordance with Paragraph **1.a.** above or settlement is made by the "underlying insurer" with our agreement.

d. If, during the policy period of this policy:

(1) You first become aware of an act(s), error(s) or omission(s) which may subsequently give rise to a “claim”, and

(2) You give us written notice of such act(s), error(s) or omission(s) with full particulars in accordance with Paragraph **1.a.** under **Duties In The Event Of An Act, Error Or Omission, Or “Claim” Or “Suit”** of Paragraph **E. Conditions** contained in this endorsement,

then any “claim” subsequently made against you arising out of such act(s), error(s) or omission(s) shall be treated as if it had been first made during that policy period. You must immediately report any such “claim” to us in accordance with Paragraphs **1.b.** and **1.c.** under **Duties In The Event Of An Act, Error Or Omission, Or “Claim” Or “Suit”** of Paragraph **E. Conditions** contained in this endorsement.

e. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. EXCLUSIONS

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

(1) Failure of any investment to perform;

(2) Errors in providing information on past performance of investment vehicles; or

(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

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h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. SUPPLEMENTARY PAYMENTS

For the purposes of the coverage provided by this endorsement:

1. All references to **Supplementary Payments – Coverages A and B** are replaced by **Supplementary Payments – Coverages A, B and Employee Benefits Liability Coverage – Auto Dealers.**

2. Paragraphs **1.b.** and **3.** of the Supplementary Payments provision do not apply.

3. Paragraph **1.d.** of the Supplementary Payments provision is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the “claim” or “suit”, including actual loss of earnings up to $1,000 a day because of time off from work.

C. WHO IS AN INSURED

For the purposes of the coverage provided by this endorsement, Paragraphs **a., b.** and **c.** of Paragraph **1.** of **Section II – Who Is An Insured** are entirely replaced by the following:

1. Except for liability arising out of the ownership, maintenance, or use of "covered autos":

a. You are an insured.

b. Your partners (if you are a partnership), members and managers (if you are a limited liability company), members (if you are a joint venture), trustees (if you are a trust), directors or shareholders are insureds but all only while acting within the scope of their duties.

c. Each of the following is also an insured:

(1) Each of your "employees" who is or was authorized to administer your "employee benefit program".

(2) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

(3) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.

d. Any garage business you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar “employee benefits” liability insurance applies to that organization. However:

(1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

However, if the Umbrella Advantage Endorsement – Garages, **CL CU 24 23**, is a part of this policy, then Paragraph **(1)** above is changed to afford coverage until the end of the policy period in which you acquire or form the garage business or until the next anniversary date of the policy’s effective date, whichever is earlier.

(2) Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

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D. LIMITS OF INSURANCE

For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

1. Our obligation to pay damages on behalf of the insured applies only to the amount of "ultimate net loss" in excess of the "retained limit(s)". If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this endorsement, the "retained limit(s)" will only be reduced or exhausted by "claims" for that insurance that are made during the policy period or the extended reporting period described in Paragraph **A.1.f.** of this endorsement.

2. The Limits of Insurance shown or referenced in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) "Claims" made or "suits" brought;

(c) Persons or organizations making "claims" or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

3. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" because of:

(a) Acts, errors or omissions negligently committed in the "administration" of your "employee benefit program";

(b) Coverage **A,** except “ultimate net loss“ because of “bodily injury” or “property damage” arising out of the ownership, maintenance or use of a “covered auto“; and

(c) Coverage **B.**

4. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for the sum of all "ultimate net loss" for damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

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

E. CONDITIONS

For the purposes of the coverage provided by this endorsement:

1. Condition **3.** of **Section IV – Commercial Liability Umbrella Conditions** is replaced by the following:

Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred;

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission; and

(3) The reason(s) you believe a “claim” is likely to be made.

b. If a "claim" is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

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(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

2. Paragraph **14. Expanded Coverage Territory** of **Section IV – Conditions** does not apply.

F. EXTENDED REPORTING PERIOD

For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part.

1. Except with respect to a “claim” under Paragraph **1.d.** of Paragraph **A. – Coverage – Employee Benefits Liability** of this endorsement, the period of time in which a “claim” first made against any insured can be considered to have been received within the policy period will be extended for a period of 2 years from:

a. The date of cancellation or non-renewal if this endorsement or the policy to which it is attached is canceled or non-renewed;

b. The end of the policy period if we renew or replace this endorsement or the policy to which this endorsement is attached with insurance that:

(1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

(2) Does not apply to an act, error or omission on a claims-made basis; or

c. The end of the policy period if this endorsement or the policy to which it is attached expires and is not renewed with us.

However, a transfer of a policyholder between admitted companies within the same insurance group is not considered to be a termination, non-renewal or a refusal to renew.

This extended reporting period does not extend the policy period or change the scope of coverage in any way. It applies only to “claims” for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule of this endorsement.

2. For the purposes of determining the Limits of Insurance for the extended reporting period provided for under Paragraph **1.** above, such additional reporting period will be deemed part of:

a. With respect to cancellations, that portion of the last policy period during which this form was in effect for the policy to which it is attached;

b. With respect to non-renewals, the last preceding policy period during which this form was in effect for the policy to which it is attached; or

c. With respect to coverage under this endorsement being renewed or replaced with insurance that:

(1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

(2) Does not apply to an act, error or omission on a claims-made basis,

the last preceding policy period during which this form was in effect for the policy to which it is attached.

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d. With respect to coverage under this endorsement expiring with no renewal by us or by an admitted company within the same insurance group, the last preceding policy period during which this form was in effect for the policy to which it is attached.

G. DEFINITIONS

For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit 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,provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

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; and

e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

H. For the purposes of the coverage provided by this endorsement, Definitions **4., 6.** and **21.** in the **Definitions** Section are replaced by the following:

4. “Coverage territory”:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico; and

d. Canada.

6. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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DRIVING SCHOOLS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided for the ownership, maintenance, or use of "covered autos", the Coverage Form is modified as follows:

Subject to such coverage provided in the "underlying insurance", Paragraph **2.** contained in **Section II – Who Is An Insured** is replaced by the following:

2. Only with respect to liability arising out of the maintenance or use of "covered autos" you don't own while used for driver training, the following are insureds:

a. You.

b. Any driving instructors.

c. Any student driver while being instructed by you or an instructor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINANCIAL INSTITUTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Exclusion **j.** of Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured or in which the insured has any financial interest as a lessor or mortgagee. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

(5) Aircraft that is:

(a) Chartered by, loaned to, or hired by you with a paid crew; and

(b) Not owned by any insured.

B. Exclusion **m.(2)** and **m.(4)** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage** are replaced by the following:

This insurance does not apply to:

m. Damage To Property

"Property damage" to, loss of, or depreciation in value of:

(2) Premises you or the person or organization you succeed or represent, have sold, given away or abandoned, if the "property damage" arises out of any part of those premises;

(4) Any real or personal property, including but not limited to:

(a) Money, stock certificates, bonds, coupons or other securities;

(b) Currency, bullion, precious metals of any kind;

(c) Precious and semi-precious stones or gems;

(d) Checks, drafts, negotiable and non-negotiable instruments, money orders or stamps;

(e) Bills of lading, warehouse receipts;

(f) Insurance policies and contracts for money or property;

(g) All other documents or valuables in which you have an interest; or

(h) Contracts representing money,

held by, deposited with, entrusted to, or otherwise in the care, custody or control of the insured, or as to which the insured is for any purpose exercising physical or fiduciary control.

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C. The following exclusions are added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

1. Financial Services

"Bodily injury", "property damage", "personal and advertising injury" or other injury or damage resulting from the rendering of or the failure to render financial services by any insured to others. For the purpose of this exclusion, financial services include but are not limited to:

a. Planning, administering or advising on:

(1) Any:

(a) Investment;

(b) Pension;

(c) Annuity;

(d) Savings;

(e) Checking; or

(f) Individual retirement

plan, fund or account;

(2) The issuance or withdrawal of any bond, debenture, stock or other securities;

(3) The trading of securities, commodities or currencies; or

(4) Any acquisitions or mergers;

b. Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;

c. Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;

d. Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;

e. Checking or reporting of credit;

f. Maintaining of financial accounts or records;

g. Tax planning, tax advising or the preparation of tax returns; or

h. Selling or issuing travelers checks, letters of credit, certified checks, bank checks or money orders.

2. Insurance And Related Operations

"Bodily injury", "property damage", "personal and advertising injury" or other damages for which the insured may be held liable:

a. Because of:

(1) Any obligation assumed by any insured; or

(2) The failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise

with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders;

b. Because of the membership in or contribution to or management or administration of any insurance plan, pool, association, insolvency or guarantee fund or any similar insurance fund, organization or association, whether voluntary or involuntary;

c. Resulting from the rendering of, or failure to render, the following professional services:

(1) Advising, inspecting, reporting or making recommendations in the insured's capacity as an insurance company, consultant, broker, agent or representative thereof;

(2) Effecting insurance, reinsurance or suretyship coverages;

(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;

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(6) Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds, annuities, endowments, employee benefit plans or other similar activities; or

(7) Performing any claim, investigative, adjustment, engineering, inspection, consulting, survey, audit, appraisal, actuarial or data processing service for a fee.

This exclusion does not apply to the extent that valid "underlying insurance" for the insurance and related operations described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage", "personal and advertising injury" or other damages. Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

3. Fiduciary Or Representative Liability

"Bodily Injury", "property damage" or "personal and advertising injury arising out of the ownership, maintenance or use, including all related operations, of property for which you are acting in a fiduciary or representative capacity.

This exclusion does not apply to the extent that valid "underlying insurance" for fiduciary or representative capacity described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage", or "personal and advertising injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

4. Property Rented Or Leased To Others

"Bodily injury", "property damage" or "personal and advertising injury" arising out of real or personal property, other than buildings, that is (are):

a. Owned by you and rented or leased to others; or

b. Leased to you and rented or leased to others.

This exclusion does not apply to the extent that valid "underlying insurance" for the rental or leasing liability exposures described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage", or "personal and advertising injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

5. Truth In Lending Errors And Omissions

"Bodily injury", "property damage", "personal and advertising injury" or any other injury or damage arising out of any failure to comply with, or any other violation or alleged violation of, **Section 130, Civil Liability Of Title I (Truth In Lending Act) Of The Consumer Protection Act (Public Law 90-321:82 Stat. 146)**, and as may be amended from time to time, or any similar state consumer credit act, statute or law, with respect to any property you sell, rent or lease.

6. Truth In Leasing Errors And Omissions

"Bodily injury", "property damage", "personal and advertising injury" or any other injury or damage arising out of any failure to comply with, or any other violation or alleged violation of, **Section 182 (Consumer Lease Disclosures) of the Consumer Leasing Act of 1978 (Public Law 94-240:90 Stat. 258)**, and as may be amended from time to time, or any similar state consumer leasing disclosures act, statute or law, with respect to any property you sell, rent or lease.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINANCIAL INSTITUTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Exclusion **j.** of Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured or in which the insured has any financial interest as a lessor or mortgagee. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

(5) Aircraft that is:

~~**(a)** Chartered by, loaned to, or hired by you with a paid crew; and~~

(b) Not owned by any insured.

B. Exclusion **m.(2)** and **m.(4)** of Paragraph **2. Exclusions** of ~~**Section I – Coverage A – Bodily Injury And Property Damage**~~ are replaced by the following:

This insurance does not apply to:

m. Damage To Property

"Property damage" to, loss of, or depreciation in value of:

(2) Premises you or the person or organization you succeed or represent, have sold, given away or abandoned, if the "property damage" arises out of any part of those premises;

(4) Any real or personal property, including but not limited to:

(a) Money, stock certificates, bonds, coupons or other securities;

(b) Currency, bullion, precious metals of any kind;

(c) Precious and semi-precious stones or gems;

(d) Checks, drafts, negotiable and non-negotiable instruments, money orders or stamps;

(e) Bills of lading, warehouse receipts;

(f) Insurance policies and contracts for money or property;

(g) All other documents or valuables in which you have an interest; or

(h) Contracts representing money,

held by, deposited with, entrusted to, or otherwise in the care, custody or control of the insured, or as to which the insured is for any purpose exercising physical or fiduciary control.

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C. The following exclusions are added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

1. Financial Services

"Bodily injury", "property damage", "personal and advertising injury" or other injury or damage resulting from the rendering of or the failure to render financial services by any insured to others. For the purpose of this exclusion, financial services include but are not limited to:

a. Planning, administering or advising on:

(1) Any:

(a) Investment;

(b) Pension;

(c) Annuity;

(d) Savings;

(e) Checking; or

(f) Individual retirement plan, fund or account;

(2) The issuance or withdrawal of any bond, debenture, stock or other securities;

(3) The trading of securities, commodities or currencies; or

(4) Any acquisitions or mergers;

b. Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;

c. Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;

d. Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;

e. Checking or reporting of credit;

f. Maintaining of financial accounts or records;

g. Tax planning, tax advising or the preparation of tax returns; or

h. Selling or issuing travelers checks, letters of credit, certified checks, bank checks or money orders.

2. Insurance And Related Operations

"Bodily injury", "property damage", "personal and advertising injury" or other damages for which the insured may be held liable:

a. Because of:

(1) Any obligation assumed by any insured; or

(2) The failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise

with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders;

b. Because of the membership in or contribution to or management or administration of any insurance plan, pool, association, insolvency or guarantee fund or any similar insurance fund, organization or association, whether voluntary or involuntary;

c. Resulting from the rendering of, or failure to render, the following professional services:

(1) Advising, inspecting, reporting or making recommendations in the insured's capacity as an insurance company, consultant, broker, agent or representative thereof;

(2) Effecting insurance, reinsurance or suretyship coverages;

(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;

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(6) Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds, annuities, endowments, employee benefit plans or other similar activities; or

(7) Performing any claim, investigative, adjustment, engineering, inspection, consulting, survey, audit, appraisal, actuarial or data processing service for a fee.

This exclusion does not apply to the extent that valid "underlying insurance" for the insurance and related operations described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage", "personal and advertising injury" or other damages. Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

3. Fiduciary Or Representative Liability

"Bodily Injury", "property damage" or "personal and advertising injury arising out of the ownership, maintenance or use, including all related operations, of property for which you are acting in a fiduciary or representative capacity.

This exclusion does not apply to the extent that valid "underlying insurance" for fiduciary or representative capacity described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage", or "personal and advertising injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

4. Property Rented Or Leased To Others

"Bodily injury", "property damage" or "personal and advertising injury" arising out of real or personal property, other than buildings, that is (are):

a. Owned by you and rented or leased to others; or

b. Leased to you and rented or leased to others.

This exclusion does not apply to the extent that valid "underlying insurance" for the rental or leasing liability exposures described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage", or "personal and advertising injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

5. Truth In Lending Errors And Omissions

"Bodily injury", "property damage", "personal and advertising injury" or any other injury or damage arising out of any failure to comply with, or any other violation or alleged violation of, **Section 130, Civil Liability Of Title I (Truth In Lending Act) Of The Consumer Protection Act (Public Law 90-321:82 Stat. 146)**, and as may be amended from time to time, or any similar state consumer credit act, statute or law, with respect to any property you sell, rent or lease.

6. Truth In Leasing Errors And Omissions

"Bodily injury", "property damage", "personal and advertising injury" or any other injury or damage arising out of any failure to comply with, or any other violation or alleged violation of, **Section 182 (Consumer Lease Disclosures) of the Consumer Leasing Act of 1978 (Public Law 94-240:90 Stat. 258)**, and as may be amended from time to time, or any similar state consumer leasing disclosures act, statute or law, with respect to any property you sell, rent or lease.

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(1) The ownership, maintenance, operation, use, "loading or unloading" of any aircraft or watercraft in which the insured has any financial interest as a lessor or mortgagee; or

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(2) "Property damage" to loss of or depreciation in value of any real or personal property including but not limited to money, securities, bullion, precious metals, negotiable instruments or contracts representing money, held by, deposited with, entrusted to, or otherwise in the care, custody or control of the insured, or as to which the insured is for any purpose exercising physical or fiduciary control; or

(3) Any obligation assumed by or on behalf of the insured under any binder, policy or contract of insurance, reinsurance, suretyship, annuity or endowment, or resulting from any acts, errors or omissions in effect or failure to effect such binders, policies or contracts; or

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(4) Any negligent act, error or omission or breach of duty in performing or failure to perform banking, insurance or fiduciary services, or in giving financial, economic or investment advice, or in rendering investment, advisory, or management services; or

(5) The ownership, maintenance, operation, use, control or management of any property or business enterprise for which the insured is acting in a fiduciary or representative capacity, unless such liability is covered by underlying insurance listed in the Schedule of "Underlying Insurance", for the full limit shown therein, and then only for such liability for which coverage is afforded under said "underlying insurance"; or

(6) Any liability for any act or omission of the insured, or of any other person for whose acts or omissions the insured is legally responsible, arising out of any failure to comply with: Section 130, Civil Liberty, or Title 1 (Truth in Lending Act) of the Consumer Protection Act (Public Law 90-321: 82 Stat. 146 ET.SEQ.).

In addition, this insurance does not apply to loss of or "property damage" to:

a. Currency, bullion, precious metals of any kind:

b. Precious and semi-precious stones or gems:

c. Stock certificates, bonds, coupons or other securities:

d. Bills of lading, warehouse receipts:

e. Cheques, drafts, negotiable and non-negotiable instruments, money orders, stamps:

f. Insurance policies and contracts for money or property: or

g. All other documents or valuables in which you have an interest.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – INDIVIDUAL AS NAMED INSURED (SOLELY OWNED BUSINESS)

This endorsement modifies insurance provided under the following:

COMMERICAL LIABILITY UMBRELLA COVERAGE PART

Paragraph **1.a.(1)** of **Section II – Who Is An Insured** is replaced by the following:

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are insureds, but only with respect to the conduct of a "business" of which you are the sole owner.

As used in this endorsement: "business" includes trade, profession or occupation and the ownership, maintenance or use of farms, and of property rented in whole or in part to others, or held for such rental, by you.

However, the following activities, operations or use of your property or premises shall not constitute "business"**:**

(a) Occasional rental of your residence;

(b) Rental in whole or in part to others of a one or two family dwelling usually occupied in part by you as a residence, unless such rental is for the accommodation of more than two roomers or boarders;

(c) Rental of space in your residence for office, school, or studio occupancy; or

(d) Rental or holding for rental not more than three car spaces or stalls in garages or stables.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – INDIVIDUAL AS NAMED INSURED (SOLELY OWNED BUSINESS)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Paragraph **1.a.(1)** of **Section II – Who Is An Insured** is replaced by the following:

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":

a. If you are designated in the Declarations as:

(1) An An individual, you and your spouse are insureds, but only with respect to the conduct of a "business" of which you are the sole owner.

As used in this endorsement: "business" includes trade, profession or occupation and the ownership, maintenance or use of farms, and of property rented in whole or in part to others, or held for such rental, by you.

However, the following activities, operations or use of your property or premises shall not constitute "business":

(a) Occasional rental of your residence;

(b) Rental in whole or in part to others of a one or two family dwelling usually occupied in part by you as a residence, unless such rental is for the accommodation of more than two roomers or boarders;

(c) Rental of space in your residence for office, school, or studio occupancy; or

(d) Rental or holding for rental not more than three car spaces or stalls in garages or stables.

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It is agreed that this insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" except in connection with the conduct of a "business" of which the Named Insured is the sole owner.

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"Business", includes trade, profession or occupation and the ownership, maintenance or use of farms, and of property rented in whole or in part to others, or held for such rental, by the Named Insured.¶
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2. Rental in whole or in part to others of a one or two family dwelling usually occupied in part by the Named Insured as a residence, unless such rental is for the accommodation of more than two roomers or boarders,¶
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3. Rental of space in the Named Insured's residence for office, school, or studio occupancy, or¶
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4. Rental or holding for rental not more than three car spaces or stalls in garages or stables

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CERTAIN REIMBURSEMENT OBLIGATIONS OF MOTOR CARRIER ENDORSEMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided for the ownership, maintenance, or use of "covered autos", the Coverage Form is modified as follows:

Paragraph **2. Exclusions** of **Coverage A – Bodily Injury And Property Damage Liability** is revised to add the following exclusion:

This insurance does not apply to:

Reimbursement Obligations

Any obligation to reimburse an insurer as provided by the terms of the Endorsement for Motor Carrier Policies of Insurance for Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980 or under the terms of any other similar motor carrier endorsement required by federal or state statute, whether such endorsement(s) is a part of this coverage part or part of any “underlying insurance” for “autos”.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CERTAIN REIMBURSEMENT OBLIGATIONS OF MOTOR CARRIER ENDORSEMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided for the ownership, maintenance, or use of "covered autos", the Coverage Form is modified as follows:

Paragraph **2. Exclusions** of **Coverage A – Bodily Injury And Property Damage Liability** is revised to add the following exclusion:

This insurance does not apply to:

Reimbursement Obligations

Any obligation to reimburse an insurer as provided by the terms of the Endorsement for Motor Carrier Policies of Insurance for Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980 or under the terms of any other similar motor carrier endorsement required by federal or state statute, whether such endorsement(s) is a part of this coverage part or part of any "underlying insurance" for "autos".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM AUDIT COMPUTATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. In accordance with **Condition 6. Premium Audit** of **SECTION IV – CONDITIONS,** the earned premium for this coverage part will be computed at expiration of the current policy period on the following basis:

EXPOSURE BASIS	ESTIMATED ANNUAL EXPOSURE	ANNUAL RATE PER 1,000 OF EXPOSURE	ANNUAL MINIMUM PREMIUM	ANNUAL DEPOSIT PREMIUM

B. You must keep records of the information we need for premium computation, and send us copies at such times as we may request

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PREMIUM AUDIT COMPUTATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. In accordance with **Condition 6. Premium Audit** of **SECTION IV – CONDITIONS,** the earned premium for this coverage part will be computed at expiration of the current policy period on the following basis:

EXPOSURE BASIS	ESTIMATED ANNUAL EXPOSURE	ANNUAL RATE PER 1,000 OF EXPOSURE	ANNUAL MINIMUM PREMIUM	ANNUAL DEPOSIT PREMIUM

B. You must keep records of the information we need for premium computation, and send us copies at such times as we may request

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION – INJURY OR DAMAGE RELATED TO MOVEMENT OF LAND, EARTH, SOIL OR MUD

This endorsement modifies coverage provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Land Movement

1. "Bodily injury", "property damage", "personal and advertising injury", or "reduction in value" caused directly or indirectly or in whole or in part by, resulting from, aggravated by, based on or attributable to, arising out of, or in any manner related to, land, earth, soil or mud movement, in any direction, regardless of:

a. Whether such land, earth, soil or mud movement occurs suddenly or gradually, is isolated or widespread, arises from natural or external forces, negligent or intentional acts of man, or occurs as a result of any combination of these; or

b. Any other cause or event that contributes concurrently or in any sequence to the loss or damage; including, but not limited to:

(1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

(2) Release of water held by a dam, levee or dike or by any other water or flood control device;

(3) Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or backfilled;

(4) Water that backs up or overflows from a sewer, drain or sump;

(5) Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty.

(6) Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;

(7) Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;

(8) Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body; or

(9) Faulty, inadequate or defective:

(a) Planning, zoning, development, surveying, or siting; or

(b) Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, drainage; or

(c) Materials used in the construction, renovation or remodeling,

of part or all of any property wherever located.

2. "Bodily injury", "property damage", or "reduction in value" for which any insured assumes liability in any part of any contract or agreement related to land, earth, soil or mud movement described in paragraph **1.** above, regardless of whether such contract or agreement is an "insured contract".

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3. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or investigate such claim or "suit", for injuries or damages caused by or related to land, earth, soil or mud movement described in paragraph **1.** above.

However, this exclusion does not apply to the extent that valid "underlying insurance" for the land movement liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage", "personal and advertising injury" or "reduction in value". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

B. As used in this endorsement:

"Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION – INJURY OR DAMAGE RELATED TO MOVEMENT OF LAND, EARTH, SOIL OR MUD

This endorsement modifies coverage provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Land Movement

1. "Bodily injury", "property damage", "personal and advertising injury", or "reduction in value" caused directly or indirectly or in whole or in part by, resulting from, aggravated by, based on or attributable to, arising out of, or in any manner related to, land, earth, soil or mud movement, in any direction, regardless of:

a. Whether such land, earth, soil or mud movement occurs suddenly or gradually, is isolated or widespread, arises from natural or external forces, negligent or intentional acts of man, or occurs as a result of any combination of these; or

b. Any other cause or event that contributes concurrently or in any sequence to the loss or damage; including, but not limited to:

(1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

(2) Release of water held by a dam, levee or dike or by any other water or flood control device;

(3) Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or backfilled;

(4) Water that backs up or overflows from a sewer, drain or sump;

(5) Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty.

(6) Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;

(7) Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;

(8) Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body; or

(9) Faulty, inadequate or defective:

(a) Planning, zoning, development, surveying, or siting; or

(b) Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, drainage; or

(c) Materials used in the construction, renovation or remodeling,

of part or all of any property wherever located.

2. "Bodily injury", "property damage", or "reduction in value" for which any insured assumes liability in any part of any contract or agreement related to land, earth, soil or mud movement described in paragraph **1.** above, regardless of whether such contract or agreement is an "insured contract".

3. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or in-

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vestigate such claim or "suit", for injuries or damages caused by or related to land, earth, soil or mud movement described in paragraph **1.** above.

However, this exclusion does not apply to the extent that valid "underlying insurance" for the land movement liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage", "personal and advertising injury" or "reduction in value". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

B. As used in this endorsement:

"Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HUNTING PRESERVES LIMITATION

This endorsement modifies coverage provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury", directly or indirectly caused by, resulting from, or arising out of the operation of any "hunting preserve" by, for, or on behalf of any insured.

This exclusion does not apply to the extent that valid "underlying insurance" for "hunting preserve" liability exists or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage" and "personal and advertising injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

B. As used in this endorsement:

"Hunting preserve" means any area of your land which has been stocked with fish, birds or animals, including but not limited to ducks, pheasants, deer, and bear, and for which a fee is charged to customers for the privilege of hunting game for food, sport, or recreation, including all operations necessary or related thereto. It also includes any land leased or rented to others for hunting.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HUNTING PRESERVES LIMITATION

This endorsement modifies coverage provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury", directly or indirectly caused by, resulting from, or arising out of the operation of any "hunting preserve" by, for, or on behalf of any insured.

This exclusion does not apply to the extent that valid "underlying insurance" for "hunting preserve" liability exists or would have existed but for the exhaustion of underlying limits for "bodily injury", "property damage" and "personal and advertising injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

B. As used in this endorsement:

"Hunting preserve" means any area of your land which has been stocked with fish, birds or animals, including but not limited to ducks, pheasants, deer, and bear, and for which a fee is charged to customers for the privilege of hunting game for food, sport, or recreation, including all operations necessary or related thereto. It also includes any land leased or rented to others for hunting.

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OIL INDUSTRY LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. This insurance does not apply to:

1. Loss of hole, well, reservoir, formation or strata, or any in-hole equipment, including fishing costs;

2. Loss or damage to, or loss of use of property directly or indirectly resulting from subsidence caused by subsurface operations of the Insured;

3. Any cost or expense incurred by or at the request of the Insured or any co-owner of the working interest in connection with controlling or bringing under control any oil, gas or water well which becomes out of control. A well shall be deemed "out of control" only so long as there is a continuous flow of drilling fluid, oil, gas or water above the surface of the ground which is uncontrollable;

4. Loss or damage to drilling rigs, drilling or producing platforms, workover rigs, service rigs, and equipment of specialty contractors in the Insured's care, custody or control;

5. Damages claimed by any co-owner of the working interest;

6. Removal of or loss to subsurface oil, gas or any other substance, or to the property of others;

7. Liability arising out of work or operations performed on any oil or gas lease in oceans, gulfs, bays or marshes;

8. Any professional services performed by or on behalf of the Insured, including but not limited to the preparation or approval of maps, plans, opinions, report surveys, designs or specifications, and any supervisory, inspection, or engineering services;

9. Removal of debris or wreck;

10. The investigation, settlement or defense of any claim or suit against any Insured alleging actual or threatened injury or damage of any kind to persons or property which arises out of or would not have occurred but for the "Pollution Hazard" as defined below; or pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage; or for any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any Insured, including but not limited to any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize irritants, contaminants or pollutants.

B. Except insofar as coverage is available to the Insured in valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, for the full limit shown, and then only for such liability for which coverage is afforded under the "underlying insurance", this insurance shall not apply to:

1. Injury to or destruction of Underground Property defined below as "Underground Resources and Equipment Hazard", except as excluded in Item (A) above;

2. Injury to or destruction of property located on or above the surface of the earth arising from the "Blowout or Cratering Hazard" as defined below, of any well;

3. Injury to or destruction of property arising out of the "Explosion Hazard" as defined below;

4. Any liability arising out of work or operations performed on any oil or gas lease within the limits of any town or city or on the right of way of any railroad;

5. Liability assumed by the insured under any contract or agreement.

C. As used in this Endorsement, the following definitions apply:

1. “Pollution Hazard” means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous, or thermal pollutants, contaminants, irritants or toxic substances, including smoke, vapors, soot, fumes, acids, alkalis, saline substance, and waste materials, consisting of or containing any of the aforementioned irritants, contaminants or pollutants into or upon land, the atmosphere of any water course or body of water. Waste material includes any materials which are intended to be or have been recycled, reconditioned or reclaimed.

2. “Underground Resources and Equipment Hazard” includes property damage to any of the following:

a. oil, gas, water or other mineral substances which have not been reduced to physical possession above the surface of the earth or above the surface of any body of water;

b. any well, hole, formation, strata or area in or through which exploration for or production of any substances is carried on;

c. any casing, pipe, bit, tool, pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well or hole or beneath the surface of any body of water.

3. “Blowout or Cratering Hazard” includes property damage to property located on or above the surface of the earth or any body of water and arising out of the blowout or cratering of any well.

4. “Explosion Hazard” includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage:

a. arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or

b. arising out of operations performed for the Insured by others;

c. included within the “products-completed operations hazard” as defined in “underlying insurance”, if not defined in this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY PREMISES/OPERATIONS FOLLOWING FORM ENDORSEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

General Liability Premises/Operations

"Bodily injury", "property damage", "personal and advertising injury", or any other injury or damage, including but not limited to:

(1) Any offense;

(2) "Reduction in value";

(3) "Environmental damage";

(4) "Sexual abuse";

(5) "Wrongful acts"; or

(6) Errors or omissions,

as may be defined in any applicable Coverage Part or "underlying insurance" or otherwise,

arising out of any General Liability exposures <u>other than</u> injury or damage:

a. Included within the "products/completed operations hazard";

b. Arising out of "your products" or "your work";

c. Arising out of or caused by any supervision, recommendations, warnings or advice given or which should have been given in connection with "your product" or "your work";

d. Arising out of or caused by selling, shipping, delivering, or installing an incorrect or inappropriate type of "your product", provided the injury or damage occurs both away from premises you own or rent and after you have relinquished physical possession; or

e. Arising out of or caused by selling or installing an incorrect or inappropriate type of "your work", provided the injury or damage occurs both away from premises you own or rent and after "your work" has been competed or abandoned.

This exclusion does not apply to the extent that valid "underlying insurance" for the general liability premises/operations risks described above exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

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DECLARATIONS EXTENSION ENDORSEMENT

This endorsement, effective _____ Forms a part of policy No. _____

Issued to _____ by _____

One or more of the following items

- Insured's Name
- Insured's Mailing Address
- Covered Property / Locations
- Classifications / Class Codes
- Limits / Exposures
- Premium Determination
- Fill-in Area(s) of Variable Text Endorsements
- Additional Interested Parties / Loss Payees
- Rates
- Deductibles
- Insured's Legal Status / Business of Insured
- Forms Applicable

is (are) completed and/or clarified as shown below:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph **a.** of Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Silica Or Silica-related Dust

1. "Bodily injury", "property damage", or "personal and advertising injury" related to the actual, alleged, or threatened presence of or exposure to "silica" or "silica-related dust" in any form, or to harmful substances emanating from "silica" or "silica-related dust" . This includes the use of, consumption of, ingestion of, inhalation of, absorption of, contact with, existence of, presence of, proliferation of, discharge of, dispersal of, seepage of, migration of, release of, escape of, or exposure to "silica" or "silica-related dust".

Such injury from or exposure to "silica" or "silica-related dust" also includes, but is not limited to:

a. The existence, storage, handling or transportation of "silica" or "silica-related dust";

b. The removal, abatement or containment of "silica" or "silica-related dust" from any structures, materials, goods, products, or manufacturing process;

c. The disposal of "silica" or "silica-related dust";

d. Any structures, manufacturing processes, or products containing "silica" or "silica-related dust";

e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage;

f. Any product manufactured, sold, handled or distributed by or on behalf of the insured which contains "silica" or "silica-related dust"; or

g. Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

2. Any loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of any:

a. Any demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "silica" or "silica-related dust"; or

b. Any demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from "silica" or "silica-related dust" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "silica" or "silica-related dust" by any insured or by any other person or entity; or

c. Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "silica" or "silica-related dust".

This exclusion applies regardless of who produced, installed, used, owned, sold, distributed, handled, stored or controlled the "silica" or "silica-related dust".

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B. As used in this endorsement:

1. "Silica" means the mineral, silicon dioxide, and any type or form of it including, but not limited to, silica-containing products, goods, fibers or materials, silica dust, fine particulate dust of siliceous or silicic minerals, and any gases, vapors, scents or by-products produced or released by silica, silica dust or silica-containing products, goods, fibers or materials. Siliceous or silicic minerals include, but are not limited to, sand, quartz, slate, granite and flint.

2. "Silica-related dust" means a mixture or combination of "silica" and other dust or particles.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph **a.** of Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Silica Or Silica-Related Dust

1. "Bodily injury", "property damage", or "personal and advertising injury" related to the actual, alleged, or threatened presence of or exposure to "silica" or "silica-related dust" in any form, or to harmful substances emanating from "silica" or "silica-related dust". This includes the use of, consumption of, ingestion of, inhalation of, absorption of, contact with, existence of, presence of, proliferation of, discharge of, dispersal of, seepage of, migration of, release of, escape of, or exposure to "silica" or "silica-related dust".

Such injury from or exposure to "silica" or "silica-related dust" also includes, but is not limited to:

a. The existence, storage, handling or transportation of "silica" or "silica-related dust";

b. The removal, abatement or containment of "silica" or "silica-related dust" from any structures, materials, goods, products, or manufacturing process;

c. The disposal of "silica" or "silica-related dust";

d. Any structures, manufacturing processes, or products containing "silica" or "silica-related dust";

e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage;

f. Any product manufactured, sold, handled or distributed by or on behalf of the insured which contains "silica" or "silica-related dust"; or

g. Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

2. Any loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of any:

a. Any demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "silica" or "silica-related dust"; or

b. Any demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from "silica" or "silica-related dust" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "silica" or "silica-related dust" by any insured or by any other person or entity; or

c. Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "silica" or "silica-related dust".

This exclusion applies regardless of who produced, installed, used, owned, sold, distributed, handled, stored or controlled the "silica" or "silica-related dust".

B. As used in this endorsement:

1. "Silica" means the mineral, silicon dioxide, and any type or form of it including, but not limited to, silica-containing products, goods, fibers or materials, silica dust, fine particulate dust of siliceous or silicic minerals, and any gases, vapors, scents or by-products produced or released by silica, silica dust or silica-containing products, goods, fibers or materials. Siliceous or silicic minerals include, but are not limited to, sand, quartz, slate, granite and flint.

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2. "Silica-related dust" means a mixture or combination of "silica" and other dust or particles.

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Issued By:

COMMERCIAL LIABILITY UMBRELLA DECLARATIONS

Policy No.:

Named Insured and Address Name Address1 Address2 City State Zip	**Agency Name and Address** ##### Phone Number Agency Name Address1 Address2 City State Zip
POLICY PERIOD: FROM TO AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

AGGREGATE LIMIT (except "covered autos" and products-completed operations)	$	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$	
PERSONAL and ADVERTISING INJURY LIMIT	$	Any one person or organization
EACH OCCURRENCE LIMIT	$	

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

☐ INDIVIDUAL	☐ PARTNERSHIP	☐ JOINT VENTURE
☐ LIMITED LIABILITY COMPANY	☐ CORPORATION	☐ GOVERNMENTAL ENTITY
☐ TRUST	☐ OTHER:	

DESCRIPTION OF YOUR BUSINESS:

ENDORSEMENTS ATTACHED TO THIS POLICY:

_____

_____

_____

_____

_____

_____

Terrorism Premium: $

Total Advance Premium: $

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1. SELF-INSURED RETENTION: $ None

2. SCHEDULE OF UNDERLYING INSURANCE

Employers' Liability
Company:
Policy Number:
Policy Period:
Limits of Insurance:

Bodily injury by accident		Each Accident
Bodily injury by disease	$	Each Employee
Bodily injury by disease	$	Policy Limit

Commercial General Liability
Company:
Policy Number:
Policy Period:
Limits of Insurance

General Aggregate	$
Products-Completed Operations Aggregate	$
Personal and Advertising Injury Limit	$
Each Occurrence	$

Businessowners Liability
Company:
Policy Number:
Policy Period:
Limits of Insurance

Each Occurrence	$
General Aggregate	$
Products-Completed Operations Aggregate	$
Professional Liability (If Applicable)	$

Commercial Auto Liability
And Uninsured/Underinsured Motorists Coverage (where applicable) *(suppress this line if UM not applicable)*
Company:
Policy Number:
Policy Period:
Limit of Insurance:

Each Accident Liability	$
Each Accident UM/UIM (State) – *suppress this line if not needed*	$

Garage Liability
Company:
Policy Number:
Policy Period:
Limit of Liability:

Each Accident—Garage Operations:	$	Auto Only
	$	Other Than Auto Only
Aggregate Garage Operations:	$	Other Than Auto Only
Personal Injury and Advertising Injury (If Applicable):	$	

Liquor Liability
Company:
Policy Number:
Policy Period:
Limits of Insurance:

Each Common Cause Limit:	$
Aggregate:	$

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Employee Benefits Liability
Company:
Policy Number:
Policy Period:
Limits of Insurance:
Aggregate: $
Each Employee: $
Retroactive Date:

Directors and Officers Liability (Condominiums)
Company:
Policy Number:
Policy Period:
Limits of Insurance:
Each Claim $:
Aggregate: $
Retroactive Date:

Other
Coverage Part:
Company:
Policy Period:
Limits of Insurance:

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THIS NOTICE SUMMARIZES CHANGES TO YOUR POLICY. PLEASE READ IT CAREFULLY.

NOTICE TO POLICYHOLDER

WELDING FUMES AND OTHER HARMFUL WELDING EMISSIONS OR BY-PRODUCTS EXCLUSION

This notice has been prepared in conjunction with the implementation of an additional exclusion endorsement which may not have been part of your previous policy. It contains a brief synopsis of any significant restrictions of coverage made by the addition of this endorsement to the Commercial Liability Umbrella Coverage Form. It is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the endorsement or policy provisions and this summary, THE ENDORSEMENT AND POLICY PROVISIONS SHALL PREVAIL.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CU 21 40 08 08 – Welding Fumes And Other Harmful Welding Emissions Or By-Products Exclusion (Commercial Liability Umbrella Coverage Form)

When the above captioned endorsement is attached to your policy:

1. Liability coverage is excluded for any for injury or damage arising out of, caused by, or related to, directly or indirectly, in whole or in part, by the actual, alleged, threatened or suspected existence of, exposure to, ingestion of, inhalation of, absorption of, or contact with, gases, fumes, compounds or other harmful emissions or by-products in any form arising out of or caused by "welding materials and equipment" used in connection with the "process of welding" or the fusing together of any metals or other materials

2. Liability coverage is also excluded for any loss, cost or expense arising out of any obligation, request, demand, order, or 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 gases, fumes, compounds, or other harmful emissions or by-products arising out of or caused by "welding materials and equipment" used in connection with the "process of welding" or the fusing together of any metals or other materials

As used in the above captioned endorsement:

a. "Welding materials and equipment" means welding machinery or other welding process equipment; welding rods; electrodes; or, any welding consumable materials or products including, but not limited to, wires, fluxes, coatings or cleaning agents.

b. "Process of welding" means welding operations, including but not limited to welding, brazing, soldering, thermal spraying, or cutting.

Please refer to the endorsement for the complete text of the exclusion.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING THESE CHANGES OR OTHER INSURANCE MATTERS.

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NOTICE TO POLICYHOLDER
HUNTING PRESERVES LIMITATION

This notice has been prepared in conjunction with the implementation of an additional exclusion endorsement which may not have been part of your previous policy. It contains a brief summary of any significant restrictions of coverage made by the addition of this endorsement to the Commercial Liability Umbrella Coverage Form.

This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the endorsement or policy provisions and this summary, THE ENDORSEMENT AND POLICY PROVISIONS SHALL PREVAIL.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CU 99 33 08 08 Hunting Preserves Limitation (Commercial Liability Umbrella Coverage Form)

When this endorsement is attached to your policy**:**

Injury or damage directly or indirectly caused by, resulting from, or arising out of the operation of any “hunting preserve” by, for, or on behalf of any insured is excluded.

However, this exclusion will not apply to the extent that valid underlying insurance (meaning any policies of insurance listed in the Declarations under the Schedule Of Underlying Insurance, and only such policies) for “hunting preserve” liability exists or would have existed but for the exhaustion of underlying limits for such injury or damage. Coverage provided will follow the provisions, exclusions and limitations of the underlying insurance unless otherwise directed by this insurance.

As used in this endorsement:

“Hunting preserve” means any area of your land which has been stocked with fish, birds or animals, including but not limited to ducks, pheasants, deer, and bear, and for which a fee is charged to customers for the privilege of hunting game for food, sport, or recreation, including all operations necessary or related thereto. It also includes any land leased or rented to others for hunting

Please refer to the endorsement for the complete text of the exclusion.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING THESE CHANGES OR OTHER INSURANCE MATTERS

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NOTICE TO POLICYHOLDER
FUNGI OR BACTERIA (MOLD) EXCLUSION

This notice has been prepared in conjunction with the implementation of an additional exclusion endorsement which may not have been part of your previous policy. It contains a brief summary of any significant restrictions of coverage made by the addition of this endorsement to the Commercial Liability Umbrella Coverage Form

This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the endorsement or policy provisions and this summary, THE ENDORSEMENT AND POLICY PROVISIONS SHALL PREVAIL.

Please read your policy, and the endorsements attached to your policy, carefully.

CU 21 27 12 04, Fungi Or Bacteria Exclusion (Commercial Liability Umbrella Coverage Form)

CU 01 90 12 04, Louisiana Changes – Fungi Or Bacteria Exclusion (Commercial Liability Umbrella Coverage Form)

When either of these endorsements is attached to your policy**:**

1. Coverage is excluded for bodily injury, property damage, and personal and advertising injury which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; and

2. Coverage is excluded for 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 entity.

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

As used in the exclusion, "fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

The **Louisiana Changes – Fungi Or Bacteria Exclusion** further defines “bacteria” to mean any type, kind or form of bacterium.

Please refer to the endorsement for the complete text of the exclusion.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING THESE CHANGES OR OTHER INSURANCE MATTERS

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NOTICE TO POLICYHOLDER
ELECTROMAGNETIC FIELDS EXCLUSION

This notice is to advise you that your Commercial Liability Umbrella Policy contains an additional exclusion which may not have been part of your previous policy. This notice contains a brief summary of the significant restrictions of coverage made by the addition of this endorsement to the Commercial Liability Umbrella Coverage Form.

This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the endorsement or policy provisions and this summary, THE ENDORSEMENT AND POLICY PROVISIONS SHALL PREVAIL.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CU 21 06 08 08 – Electromagnetic Fields And Radiation Exclusion (Commercial Liability Umbrella Coverage Form)

When this endorsement is attached to your policy, Liability coverage is excluded for:

1. Injury or damage arising out of, caused by, resulting from, or in any way attributable, either directly or indirectly, to any actual, alleged, threatened, or suspected exposure to “electromagnetic fields”;

2. Loss, cost or expense arising out of any demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or others test for, abate, mitigate, remove, monitor, or in any respond to or assess the effects of electromagnetic field emissions and/or radiation; or

3. Loss, cost or expense arising out of the testing for, abating, mitigating, removing, monitoring, or in any way responding to or assessing the effects of electromagnetic field emissions and/or radiation.

A new defined term, “reduction-in-value”, is also added to your policy. “Reduction-in-value” means any claim, demand or suit that alleges diminution, impairment, or devaluation of property.

As used in the exclusion:

a. “Bodily injury” means bodily injury, sickness, disease, shock, fright, fear, mental injury, mental anguish and/or disability sustained and/or that may be sustained in the future, by any person, including death resulting from any of these at any time; and

b. “Property damage” means:

(1) Physical injury and/or fear and/or risk of physical injury to tangible property or property rights, including all resulting loss of use of that property. All such loss of us shall be deemed to occur at the time of the physical injury or the advent of conditions giving rise to the fear and/or risk of physical injury that caused it; or

(2) Loss of use and/or fear and/or risk of loss of use of tangible property or property rights that is not physically injured. All such loss of use and/or fear and/or risk of loss of use shall be deemed to occur at the time of the “occurrence” that caused it.

Please refer to endorsement for the complete text of the exclusion.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING THIS CHANGE OR OTHER INSURANCE MATTERS.

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NOTICE TO POLICYHOLDER

ABSOLUTE EXCLUSION – TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHIES (AND RELATED DISEASES) AND FOOT-AND-MOUTH DISEASE

This notice has been prepared in conjunction with the implementation of an additional exclusion endorsement which may not have been part of your previous policy. It contains a brief synopsis of any significant restrictions of coverage made by the addition of this endorsement to the Commercial Liability Umbrella Coverage Form. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the form or endorsement provisions and this summary, the form and endorsement provisions shall prevail.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CU 21 28 08 08, Absolute Exclusion – Transmissible Spongiform Encephalopathies (And Related Diseases) And Foot-And-Mouth Disease (Commercial Liability Umbrella Coverage Form)

When this endorsement is attached to your policy, the following reduction in coverage apply to the Liability coverage:

- Coverage is excluded for injury or damage arising out of the actual, alleged or threatened exposure to, contact with, use of, ingestion of, or absorption of, any feed, feed additive, animal part or material, or any food or other product manufactured, processed or distributed by you or on your behalf that causes, contributes to or enables any form of Transmissible Spongiform Encephalopathy, Bovine Spongiform Encephalopathy (sometimes referred to as “mad cow” disease), variant Creutzfeldt-Jakob Disease (sometimes referred to as the human version of “mad cow” disease), new variant Creutzfeldt-Jakob Disease, Scrapie, Chronic Wasting Disease, or Foot-And-Mouth Disease. Also excluded are any costs, expenses, fines or penalties arising out of the testing for, abatement of, cleaning up of, removal of, quarantine of, destruction of, or disposal of, any feed, animals, food, materials or equipment as a result of any known or alleged relation between such items and those diseases referred to above.
- A new defined term, “reduction in value”, is also added to your policy. “Reduction in value” means any claim, demand or suit that alleges diminution, impairment, or devaluation of property.

Please refer to the actual endorsement for your policy for the specific provisions.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING THESE CHANGES OR OTHER INSURANCE MATTERS.

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NOTICE TO POLICYHOLDER
PRESSURE TREATED WOOD EXCLUSION

This notice has been prepared in conjunction with the implementation of an additional exclusion endorsement which may not have been part of your previous policy. It contains a brief synopsis of the significant restrictions of coverage made by the addition of this endorsement to the Commercial Liability Umbrella Coverage Form. It is a summary only. No coverage is provided by this notice, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the form or endorsement provisions and this summary, THE FORM AND ENDORSEMENT PROVISIONS SHALL PREVAIL.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CU 21 29 08 08, Pressure Treated Wood Exclusion (Commercial Liability Umbrella Coverage Form)

When this endorsement is attached to your policy, coverage is changed as follows:

- Coverage is excluded for injury or damage arising out of the actual, alleged or threatened presence of, contact with or exposure to chemicals in any form in, on or from “pressure treated wood”. Also excluded are any costs, expenses, fines or penalties arising out of the testing for, clean up, removal of, containment of, or abatement of these same chemicals in any form.
- “Pressure Treated Wood” means wood which has been treated with chromated copper arsenate, or any similar product, including any gases, vapors, scents, dusts or by-products produced or released by such “pressure treated wood” products, goods, fibers or materials.
- A new defined term, “reduction in value”, is also added to your policy. “Reduction in value” means any claim, demand or suit that alleges diminution, impairment, or devaluation of property.

Please refer to the actual endorsement, as captioned above, for the specific provisions.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING THESE CHANGES OR OTHER INSURANCE MATTERS.

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NOTICE TO POLICYHOLDER
LEAD EXCLUSION

This notice has been prepared in conjunction with the implementation of an additional exclusion endorsement which may not have been part of your previous policy. It contains a brief summary of any significant restrictions of coverage made by the addition of this form to the Commercial Liability Umbrella Coverage Form. This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the endorsement or policy provisions and this summary, THE ENDORSEMENT AND POLICY PROVISIONS SHALL PREVAIL.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CU 21 75 08 08 – Lead Exclusion (Commercial Liability Umbrella Coverage Form)

When this endorsement is attached to your policy, Liability coverage is excluded for:

1. Injury or damage related to the actual, alleged, threatened or suspected existence of, exposure to, ingestion of, inhalation of, absorption of, or contact with, “lead” in any form;

2. Loss, cost or expense arising out of any obligation, request, demand, order, or 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, “lead” in any form; or

3. Loss, cost or expense arising out of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “lead” in any form.

“Lead” ” means lead in any type or form; paint containing lead; other products, goods or materials containing lead or lead products; and any harmful substances, scents, vapors, gases or by-products produced by, emanating from, or released by lead.

A new defined term, “reduction-in-value”, is also added to your policy. “Reduction-in-value” means any claim, demand or suit that alleges diminution, impairment, or devaluation of property.

Please refer to the endorsement for the complete text.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING THIS CHANGE OR OTHER INSURANCE MATTERS.

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POLICYHOLDER NOTICE
ASBESTOS EXCLUSION

This notice has been prepared in conjunction with the implementation of an additional exclusion endorsement which may not have been part of your previous policy. It contains a brief summary of any significant restrictions of coverage made by the addition of this form to the Commercial Liability Umbrella Coverage Form. This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the endorsement or policy provisions and this summary, THE ENDORSEMENT AND POLICY PROVISIONS SHALL PREVAIL.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CU 22 11 08 08 – Asbestos Exclusion (Commercial Liability Umbrella Coverage Form)

When this endorsement is attached to your policy, Liability coverage is excluded for:

1. Injury or damage related to the actual, alleged, or threatened presence of, or exposure to, asbestos in any form, or to harmful substances emanating form asbestos;

2. Any demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that you or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of, asbestos; or

3. Any loss, cost or expense due to any demand, judgment, obligation, request or settlement due to testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, asbestos.

As used in the endorsement, “asbestos” means any type or form of asbestos, asbestos fibers, asbestos products, or asbestos materials, including any products, goods, or materials containing asbestos or asbestos fibers, products or materials and any dusts, gases, vapors, scents or by- products produced or released by asbestos.

A new defined term, “reduction-in-value”, is also added to your policy. “Reduction-in-value” means any claim, demand or suit that alleges diminution, impairment, or devaluation of property.

Please refer to the endorsement for the complete text.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH ANY QUESTIONS REGARDING THIS NOTICE OR OTHER INSURANCE MATTERS.

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NOTICE TO POLICYHOLDER
COMMUNICABLE DISEASE EXCLUSION

This notice has been prepared in conjunction with the implementation of an additional exclusion endorsement which may not have been part of your previous policy. It contains a brief summary of any significant restrictions of coverage made by the addition of this form to the Commercial Liability Umbrella Coverage Form. This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the endorsement or policy provisions and this summary, THE ENDORSEMENT AND POLICY PROVISIONS SHALL PREVAIL.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CU 21 80 08 08 – Communicable Disease Exclusion (Commercial Liability Umbrella Coverage Form)

When this endorsement is attached to your policy, Liability coverage is excluded for injury or damage arising out of, caused by, resulting from, or in any way attributable to, either directly or indirectly, or in whole or in part:

1. Any actual or alleged transmission of any "communicable disease" or any "infectious agent";

2. Any actual, alleged, threatened or suspected exposure to, contact with, infection with or contamination with a "communicable disease" or an "infectious agent";

3. Any failure or alleged failure to test for, monitor, clean up, remove, contain, treat, decontaminate, sanitize, disinfect, detoxify or neutralize, or in any way respond to, or assess the effects of, any "communicable disease" or "infectious agent";

4. Any failure to prevent the spread of any "communicable disease" or "infectious agent"; or

5. Any failure to report any "communicable disease" or "infectious agent" to authorities.

As used in the endorsement:

a. "Communicable disease" means an infectious disease, illness or sickness transmissible from person to person by direct contact or indirect contact with bacteria, viruses or any other particles whether airborne or on a surface. "Communicable disease" also includes infectious disease, illness or sickness that is sexually transmitted or from food or water contamination.

b. "Infectious agent" means any pathogen, including but not limited to any form, mutation, strain or variant of any bacterium, fungus, marker, microbial agent, microorganism, organism, protozoa, or virus, which is capable of:

(i) Transmission by any means and from any source, and

(ii) Infecting or contaminating with, or causing or contributing to the development of, a "communicable disease".

Please refer to the endorsement for the complete text.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING THIS CHANGE OR OTHER INSURANCE MATTERS.

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NOTICE TO POLICYHOLDER

ABSOLUTE EXCLUSION – AVIAN INFLUENZA A (AVIAN FLU)

This notice has been prepared in conjunction with the implementation of an additional exclusion endorsement which may not have been part of your previous policy. It contains a brief summary of any significant restrictions of coverage made by the addition of this form to the Commercial Liability Umbrella Coverage Form. This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the endorsement or policy provisions and this summary, THE ENDORSEMENT AND POLICY PROVISIONS SHALL PREVAIL.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CU 22 07 08 08 – Absolute Exclusion – Avian Influenza A (Avian Flu) (Commercial Liability Umbrella Coverage Form)

CL CU 22 16 08 08 – Louisiana Absolute Exclusion – Avian Influenza A (Avian Flu) (Commercial Liability Umbrella Coverage Form)

When either of these endorsements is attached to your policy, Liability coverage is excluded for injury or damage arising out of, related to, caused by, contributed to by, or in any way connected with, either directly or indirectly, in whole or in part:

1. Any actual or alleged transmission of any “Avian Flu”;

2. Any actual, alleged, threatened or suspected exposure to, contact with, infection with or contamination with “Avian Flu”;

3. Any use of any products, materials or substances infected with or contaminated with, alleged to be infected with or contaminated with, or suspected of being infected with or contaminated with "Avian Flu";

4. Any failure or alleged failure to test for, monitor, clean up, remove, contain, treat, decontaminate, sanitize, disinfect, detoxify or neutralize, or in any way respond to, or assess the effects of, any “communicable disease” or “infectious agent”;

5. Any failure to prevent the spread of any “communicable disease” or “infectious agent”; or

6. Any failure to report any “communicable disease” or “infectious agent” to authorities.

As used in the endorsement:

> “Avian Flu” means any avian influenza virus in any form or any variant thereof, including all influenza A viruses, as well as all subtypes of these viruses, and any different strains or subtypes, and including any similar disease or virus of any kind in birds, animals or humans

Please refer to the endorsement for the complete text of the exclusion.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING THIS CHANGE OR OTHER INSURANCE MATTERS.

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NOTICE TO POLICYHOLDER
PUNITIVE DAMAGES EXCLUSION

This notice has been prepared in conjunction with the implementation of an additional exclusion endorsement which may not have been part of your previous policy. It contains a brief summary of any significant restrictions of coverage made by the addition of this form to the Commercial Liability Umbrella Coverage Form.

This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the endorsement or policy provisions and this summary, THE ENDORSEMENT AND POLICY PROVISIONS SHALL PREVAIL.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CU 22 08 08 08, Punitive Damages Exclusion (Commercial Liability Umbrella Coverage Form)

CL CU 22 15 08 08, Louisiana Punitive Damages Exclusion (Commercial Liability Umbrella Coverage Form)

When either of these endorsements is attached to your policy**:**

Damages arising, directly or indirectly, out of “bodily injury”, “property damage”, “personal and advertising injury”, “reduction in value” or any other injuries or damages that are awarded as "punitive damages" are excluded.

As used in this endorsement:

1. "Punitive damages" mean damages that may be imposed to punish a wrongdoer and to deter others from similar conduct. “Punitive damages” also include exemplary damages and/or vindictive damages.
2. “Reduction in value” means any claim, demand or suit that alleges diminution, impairment, or devaluation of property.

Please refer to the endorsement for the complete text of the exclusion.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING THESE CHANGES OR OTHER INSURANCE MATTERS

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NOTICE TO POLICYHOLDER
TOTAL POLLUTION EXCLUSION

This notice has been prepared in conjunction with the implementation of an additional exclusion endorsement which may not have been part of your previous policy. It contains a brief summary of any significant restrictions of coverage made by the addition of this form to the Commercial Liability Umbrella Coverage Form.

This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the endorsement or policy provisions and this summary, THE ENDORSEMENT AND POLICY PROVISIONS SHALL PREVAIL.

Please read your policy, and the endorsements attached to your policy, carefully.

CU 21 25 12 01, Total Pollution Exclusion Endorsement (Commercial Liability Umbrella Coverage Form)

When this endorsement is attached to your policy:

1. Any injury or damage which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time; and

2. Any “pollution cost or expense”

are excluded.

As used in this endorsement:

a. "Pollutants" mean Any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

b. “Pollution cost or expense” refers to any loss, cost or expense for testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “pollutants”.

Please refer to the endorsement for the full definitions of the above captioned terms and the complete text of the exclusion.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING THESE CHANGES OR OTHER INSURANCE MATTERS

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NOTICE TO POLICYHOLDER
LAND MOVEMENT OR SUBSIDENCE EXCLUSION

This notice has been prepared in conjunction with the implementation of an additional exclusion endorsement which may not have been part of your previous policy. It contains a brief summary of any significant restrictions of coverage made by the addition of this form to the Commercial Liability Umbrella Coverage Form.

This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the endorsement or policy provisions and this summary, THE ENDORSEMENT AND POLICY PROVISIONS SHALL PREVAIL.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CU 99 32 08 08, Limitation – Injury Or Damage Related To Movement Of Land, Earth, Soil Or Mud (Commercial Liability Umbrella Coverage Form)

When this endorsement is attached to your policy:

Coverage is excluded for any injury or damage directly or indirectly arising out of, resulting from, caused by, based upon or attributable to, or in any manner related to, any movement of land, earth, soil or mud, regardless of any other cause or event that contributes concurrently or in any sequence to that injury or damage, including but not limited to:

- Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether wind driven not;
- Release of water held by a dam, levee or dike or other water or flood control device;
- Mudslide or mudflow, including water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or backfilled;
- Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty;
- Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;
- Faulty, inadequate or defective;
    - Planning, zoning, development, surveying or siting; or
    - Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, drainage; or
    - Materials used in the construction, renovation or remodeling.

However, this exclusion does not apply to the extent that valid underlying insurance (that is listed in the Declarations of this policy under the Schedule Of Underlying Insurance) for the land movement liability risks described in the endorsement exists or would have existed but for the exhaustion of underlying liability limits. Coverage provided will follow the provisions, exclusions and limitations such underlying insurance unless otherwise directed by the Commercial Liability Umbrella Coverage Part.

Please refer to the endorsement for the complete text of the exclusion.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING THESE CHANGES OR OTHER INSURANCE MATTERS

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NOTICE TO POLICYHOLDER

RESIDENTIAL CONSTRUCTION, DESIGN OR DEVELOPMENT PRODUCTS/COMPLETED OPERATIONS EXCLUSION

This notice has been prepared in conjunction with the implementation of an additional exclusion endorsement which may not have been part of your previous policy. It contains a brief summary of any significant restrictions of coverage made by the addition of this form to the Commercial Liability Umbrella Coverage Form.

This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the endorsement or policy provisions and this summary, THE ENDORSEMENT AND POLICY PROVISIONS SHALL PREVAIL.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CU 21 34 08 08, Residential Construction, Design Or Development Exclusion (Commercial Liability Umbrella Coverage Form)

When this endorsement is attached to your policy:

Coverage is excluded for any injury or damage directly or indirectly caused by, resulting from, aggravated by, based on or attributable to, arising out of, or in any manner related to your work or your product related to or involving any "residential building or structure", and included within the "products-completed operations hazard", including "your products" which have or will become a part of the real property of any "residential building or structure". Such injury or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence or manner to that injury or damage, including but not limited to:

- Faulty, inadequate or defective;
  - Planning, zoning, development, surveying or siting; or
  - Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, drainage; or
  - Materials used in the construction, renovation or remodeling.
- Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty;
- Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface; or
- Mudslide or mudflow, including water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or backfilled;

However, this exclusion does not apply to injury or damage arising out of any maintenance or repair work performed by you provided that:

(1) Such work is not remodeling work.

(2) Such work is not performed for the developer of the property or any related entity, including, but not limited to, the General Contractor, Project Manager, or Construction Manager.

As used in the endorsement, "residential building or structure" means any building or structure occupied for, or intended for occupancy for, human residency (other than a motel or hotel), including, but not limited to, single family dwellings, multi-family dwellings, condominiums, cooperatives, townhouses, apartments, planned unit developments, housing sub-divisions, or any other housing, and also includes other structures adjacent to, used in connection with, or otherwise related to the residential occupancy, including, but not limited to, such appurtenant structures as guest houses, detached garages, sheds, fences, retaining walls, hot tubs, ponds, swimming pools, or any other similar structures.

Please refer to the endorsement for the complete text of the exclusion.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING THESE CHANGES OR OTHER INSURANCE MATTERS

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POLICYHOLDER NOTICE
SILICA OR SILICA-RELATED DUST EXCLUSION

This notice has been prepared in conjunction with the implementation of an additional exclusion endorsement which may not have been part of your previous policy. It contains a brief summary of any significant restrictions of coverage made by the addition of this form to the Commercial Liability Umbrella Coverage Form. This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the endorsement or policy provisions and this summary, THE ENDORSEMENT AND POLICY PROVISIONS SHALL PREVAIL.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CU 21 25 08 08 – Silica Or Silica-Related Dust Exclusion (Commercial Liability Umbrella Coverage Form)

When this endorsement is attached to your policy, Liability coverage is excluded for:

1. Injury or damage related to the actual, alleged, or threatened presence of, or exposure to, silica or silica-related dust in any form, or to harmful substances emanating form silica or silica-related dust;

2. Any loss, cost or other expense arising out of any demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that you or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of, silica or silica-related dust; or

3. Any loss, cost or expense due to any demand, judgment, obligation, request or settlement due to testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, silica or silica-related dust.

As used in the endorsement:

- "Silica" means the mineral, silicon dioxide, and any type or form of it including, but not limited to, silica-containing products, goods, fibers or materials, silica dust, fine particulate dust of siliceous or silicic minerals, and any gases, vapors, scents or by-products produced or released by silica, silica dust or silica-containing products, goods, fibers or materials. Siliceous or silicic minerals include, but are not limited to, sand, quartz, slate, granite and flint.
- "Silica-related dust" means a mixture or combination of "silica" and other dust or particles.

Please refer to the endorsement for the complete text.

Other insurance companies may or may not have this exclusion and/or limitation in their current policies.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH ANY QUESTIONS REGARDING THIS NOTICE OR OTHER INSURANCE MATTERS.

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<NAMED INSURED>
<QUOTATION/POLICY NUMBER>
<EFFECTIVE DATE>

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

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

Coverage under your _____ NEW or _____ RENEWAL policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of $_____.
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

_____ Policyholder/Applicant's Signature

_____ Insurance Company

_____ Print Name

_____ Policy Number

_____ Date

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NOTICE TO POLICYHOLDER REGARDING TERRORISM CHANGES

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

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

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

CHANGE IN THE DEFINITION OF CERTIFIED ACTS OF TERRORISM

Under your prior policy, a distinction was made between "certified acts of terrorism" (which was more fully defined in the endorsement(s), but involved acts of terrorism by or on behalf of a foreign interest) and "other acts of terrorism" (terrorist acts other than certified acts). Coverage for "certified acts of terrorism" was subject to a limit on our liability pursuant to the federal Terrorism Risk Insurance Act. "Other acts of terrorism" were excluded, but only if:

(1) Aggregate losses from the event exceeded $25 million; or
(2) Fifty or more persons sustained death or physical injury; or
(3) If the event qualified as a nuclear event; or
(4) If the event qualified under certain circumstances as a biological or chemical event.

With respect to both "certified acts of terrorism" and "other acts of terrorism", policy exclusions and other policy provisions continued to apply.

Under your renewal policy, the definition of "certified acts of terrorism" (which is more fully defined in the endorsement(s) but which involves acts of terrorism certified as such under the federal Terrorism Risk Insurance Program) has changed. No longer is it required that the act of terrorism be committed by or on behalf of a foreign interest. Therefore, coverage for "certified acts of terrorism" now encompasses, for example, an act committed against the United States government by a United States citizen, when the act is determined by the federal government to be a "certified act of terrorism" under the terms of the federal Terrorism Risk Insurance Program.

If a punitive damages exclusion related to "certified acts of terrorism" is attached to your policy, it no longer is limited to just an act of terrorism committed by or on behalf of a foreign interest. . It will now apply to any terrorist act when the act is determined by the federal government to be a "certified act of terrorism" under the terms of the federal Terrorism Risk Insurance Program, including an act committed against the United States government by a United States citizen.

Under your renewal policy, if coverage for "certified acts of terrorism" is rejected by you and a "certified acts of terrorism" exclusion is attached to the policy, that exclusion will now apply to any terrorist act when the act is determined by the federal government to be a "certified act of terrorism" under the terms of the federal Terrorism Risk Insurance Program, including, as noted above, an act committed against the United States government by a United States citizen.

Coverage is still subject to all policy exclusions (for example, nuclear hazard and war exclusions) and other policy provisions.

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INFORMATION ON LIMITATIONS ON FEDERAL AND INSURER LIABILITY

Coverage for “certified acts of terrorism” is subject to a limit on our liability and the liability of the federal government pursuant to the federal Terrorism Risk Insurance Act, as outlined below:

The federal government may participate in paying for some of the losses from a "certified act of terrorism". However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31), the Treasury Department shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

Further, this coverage is subject to a limit on our liability pursuant to the federal law, that is, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Refer to the terrorism endorsement(s) for the definition of "certified acts of terrorism". Refer to the endorsement(s), and to the rest of the insurance contract, for provisions that govern coverage for, or that exclude coverage for, losses arising from terrorism.

PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING THESE CHANGES OR OTHER INSURANCE MATTERS.

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<NAMED INSURED>
<QUOTATION/POLICY NUMBER>
<EFFECTIVE DATE>

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POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your policy. You are hereby notified that under the Act the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any 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—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act, is $ _____ and does not include any charges for the portion of losses covered by the United States Government under the Act.

Name of Insurer: _____
Policy Number: _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the Commercial Liability Umbrella Coverage Part as amended by the Employee Benefits Liability Coverage form, **CL CU 27 06.**

The following change is made with respect to the Employee Benefits Liability Coverage Endorsement:

Paragraph **c.** of Paragraph **1.** of **Section I – Coverage – Employee Benefits Liability, CL CU 27 06,** is replaced by the following:

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured or by the "underlying insurer" or us, whichever comes first; or

(2) When we make settlement in accordance with Paragraph **1.** above or settlement is made by the "underlying insurer" with our agreement.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CONDOMINIUM ASSOCIATION DIRECTORS AND OFFICERS LIABILITY UMBRELLA COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This endorsement modifies insurance provided under the Commercial Liability Umbrella Coverage Part as amended by the **Condominium Association Directors And Officers Liability Umbrella Coverage** form, **CL CU 27 04.**

A. Paragraph **c.** of Paragraph **A.1.** under **Section I – Coverage – Condominium Association Directors And Officers Liability Coverage** under **CL CU 27 04,** Condominium Association Directors And Officers Liability Umbrella Coverage, is replaced with the following:

c. A claim seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured, by the "underlying insurer", or by us, whichever comes first; or

(2) When we make settlement in accordance with Paragraph **1.a.** above or settlement is made by the "underlying insurer" with our agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – EMPLOYEE BENEFITS LIABILITY COVERAGE – AUTO DEALERS

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the Commercial Liability Umbrella Coverage Part as amended by the Employee Benefits Liability Coverage – Auto Dealers endorsement, **CL CU 27 12.**

The following change is made with respect to the Employee Benefits Liability Coverage – Auto Dealers endorsement:

Paragraph **c.** of Paragraph **1.** of **Section I – Coverage – Employee Benefits Liability, CL CU 27 12,** is replaced by the following:

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured or by the "underlying insurer" or us, whichever comes first; or

(2) When we make settlement in accordance with Paragraph **1.**a above or settlement is made by the "underlying insurer" with our agreement.

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Rate Information

Rate data does NOT apply to filing.