

SERFF Tracking Number: REGU-125243639 State: Arkansas
Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-025805
Company Tracking Number: AXIS-AR-EX-07 F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Axis Commercial Umbrella/Excess Liability
Project Name/Number: /

Filing at a Glance

Company: Axis Insurance Company
Product Name: Axis Commercial Umbrella/Excess Liability
TOI: 17.0 Other Liability - Claims Made/Occurrence
Sub-TOI: 17.0020 Commercial Umbrella & Excess
Filing Type: Form

SERFF Tr Num: REGU-125243639 State: Arkansas
SERFF Status: Closed State Tr Num: AR-PC-07-025805
Co Tr Num: AXIS-AR-EX-07 F State Status: Fees verified and received
Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Jason Graciolett Disposition Date: 02/20/2008
Date Submitted: 08/15/2007 Disposition Status: Approved
Effective Date (New): On Approval Effective Date (New):
Effective Date (Renewal): On Approval Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 02/20/2008
State Status Changed: 02/20/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
AXIS Insurance Company, a member of Insurance Services Office (ISO), is submitting independent forms for use with its new independent Commercial Excess Liability Program.

The Excess Liability product provides excess of loss coverage policies which, unless endorsed otherwise, follow the coverage and provisions of the applicable primary policy. Excess Liability will be offered only to commercial insureds

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and may be written excess of a single primary policy, multiple primary policies, or other excess policies.

This is a new product for AXIS Insurance Company. There is no rate impact associated with this filing.

Enclosed for your review:

- State Required Filing Forms
- Explanatory Memorandum
- Independent Forms

The companion rates and rules are not required to be filed. A desk filing will be completed and made available upon request.

Company and Contact

Filing Contact Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)

Jason Graciolett, Analyst jasongraciolett@ircllc.com
50 Broad Street (212) 571-3989 [Phone]
New York, NY 10004

Filing Company Information

Axis Insurance Company CoCode: 37273 State of Domicile: Illinois
50 Broad Street Group Code: 3416 Company Type:
Suite 501
New York, NY 10004 Group Name: State ID Number:
(212) 571-3989 ext. [Phone] FEIN Number: 39-1338397

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 per forms filing.

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Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Axis Insurance Company	\$50.00	08/15/2007	15128075

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	02/20/2008	02/20/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	02/12/2008	02/12/2008	Jason Graciolett	02/15/2008	02/15/2008
Pending Industry Response	Edith Roberts	09/05/2007	09/05/2007	Jason Graciolett	02/15/2008	02/15/2008

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Disposition

Disposition Date: 02/20/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Filing Authorization	Approved	Yes
Supporting Document	Response Letter	Approved	Yes
Supporting Document	Arkansas Changes - Comparison	Approved	Yes
Form	Excess Liability Policy Form	Approved	Yes
Form	Excess Liability Policy Declarations	Approved	Yes
Form	Contractors Endorsement	Approved	Yes
Form	Limitation of Coverage to Designated Products	Approved	Yes
Form	Basis of Premium Endorsement	Approved	Yes
Form	Cancellation Clause Amendment	Approved	Yes
Form	Limitation of Coverage to Designated Project	Approved	Yes
Form	War or Terrorism Exclusion with Exception for Certified Acts of Terrorism; Cap on Losses From Certified Acts of Terrorism	Approved	Yes
Form	Participating Provision Endorsement - Quota Share Insurance	Approved	Yes
Form	Amendment of Supplemental Extended Reporting Period	Approved	Yes
Form	Schedule of Named insureds	Approved	Yes
Form	Retroactive Date Endorsement	Approved	Yes
Form	Premium Audit Endorsement	Approved	Yes
Form	Amendatory Endorsement - Deletion of Pollution Exclusion	Approved	Yes
Form	Amendatory Endorsement Limits of Insurance	Approved	Yes
Form	Amendatory Endorsement - Defense and Defense Expenses	Approved	Yes
Form	Contractual Liability Limitation	Approved	Yes
Form	Absolute Pollution Exclusion	Approved	Yes
Form	Abuse or Molestation Exclusion	Approved	Yes
Form	Acrylamide Exclusion	Approved	Yes

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Form	Aircraft products and Grounding Exclusion	Approved	Yes
Form	Architects & Engineers Professional Liability Exclusion	Approved	Yes
Form	Athletic Participants Exclusion	Approved	Yes
Form	Auto No-Fault and Similar Laws Exclusion	Approved	Yes
Form	Contractual Liability Exclusion	Approved	Yes
Form	Cross Suits Exclusion	Approved	Yes
Form	Designated Products Exclusion - Diet Drugs/Weight Management Drugs	Approved	Yes
Form	Exclusion - Designated Products (Nutritional Supplements and/or Herbal Products)	Approved	Yes
Form	Erroneous Delivery of Liquid or Gaseous Products Exclusion	Approved	Yes
Form	Failure to Supply Electricity Exclusion	Approved	Yes
Form	Federal Employers Liability Act Exclusion	Approved	Yes
Form	Inverse Condemnation Exclusion	Approved	Yes
Form	Joint Venture and Wrap-up Exclusion	Approved	Yes
Form	Occupational Disease Exclusion	Approved	Yes
Form	Personal and Advertising Injury Exclusion	Approved	Yes
Form	Products - Completed Operations Exclusion	Approved	Yes
Form	Professional Liability Exclusion	Approved	Yes
Form	Punitive or Exemplary Damages Exclusion	Approved	Yes
Form	Rip and Tear Exclusion - Concrete Products	Approved	Yes
Form	Subsidence Exclusion	Approved	Yes
Form	Total Pollution Exclusion	Approved	Yes
Form	USL&H Exclusion	Approved	Yes
Form	Amended Pollution Exclusion (Additional Exception for Upset/Overturn of Auto)	Approved	Yes
Form	Designated Operations Exclusion	Approved	Yes
Form	Exterior Insulation Finish Systems (EIFS)	Approved	Yes

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Exclusion

Form	Transmissible Spongiform Encephalopathy (TSE) Exclusion	Approved	Yes
Form	Designated Products Exclusion	Approved	Yes
Form	Prior Known or Reported Loss or Condition Exclusion	Approved	Yes
Form	Residential Construction Exclusion	Approved	Yes
Form	Discrimination Exclusion	Approved	Yes
Form	New Residential Construction Exclusion	Approved	Yes
Form	Designated Entity (ies) Exclusion	Approved	Yes
Form	Designated Premises Exclusion	Approved	Yes
Form	Residential Construction Exclusion (Exception for Apartments and Military Housing)	Approved	Yes
Form	New Residential Construction Exclusion (Exception for Apartments and Military Housing)	Approved	Yes
Form	Exclusion - Designated Products (Ephedrine)	Approved	Yes
Form	Exclusion - Designated Products (Pharmaceutical Products)	Approved	Yes
Form	Exclusion - Infringement of Copyright, Patent, Trade Secret or Trademark	Approved	Yes
Form	Recall of Products, Work or Impaired Property Exclusion	Approved	Yes
Form	Designated Professional Services Exclusion	Approved	Yes
Form	Lead Exclusion	Approved	Yes
Form	Residential Construction Exclusion – Products-Completed Operations Hazard	Approved	Yes
Form	Maritime Employers Liability Exclusion	Approved	Yes
Form	Bungee Jumping Exclusion	Approved	Yes
Form	Employment-Related Practices Exclusion	Approved	Yes
Form	Directors and Officers Liability Exclusion	Approved	Yes
Form	On-Hook Liability Exclusion	Approved	Yes

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Form	Failure to Supply Petroleum Products Exclusion	Approved	Yes
Form	Real & Personal Property Exclusion	Approved	Yes
Form	Silica Exclusion	Approved	Yes
Form	Medical Malpractice Exclusion	Approved	Yes
Form	Exclusion - Violation of Statutes that Govern E-Mails, Fax, or Phone Calls	Approved	Yes
Form (revised)	Arkansas Changes	Approved	Yes
Form	Arkansas Changes	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 02/12/2008
Submitted Date 02/12/2008
Respond By Date 02/22/2008

Dear Jason Graciolett,

This will acknowledge receipt of the captioned filing.

Please respond within ten (10) days, or I must disapprove for lack of response.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 02/15/2008
Submitted Date 02/15/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Hello -

Please see our response letter and attachments.

Thanks!

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Response Letter

Comment:

SERFF Tracking Number: REGU-125243639 State: Arkansas
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Satisfied -Name: Arkansas Changes - Comparison
 Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Changes	XLG-6003-02-08	02-08	Endorsement/Amendment/Conditions	New		0	XLG-6003-02-08 ARKANSAS Final.pdf
Previous Version							
Arkansas Changes	XLG-6003-11-06	11-06	Endorsement/Amendment/Conditions	New		0	XLG-6003-11-06 ARKANSAS.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Jason Graciolett

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Product Name: Axis Commercial Umbrella/Excess Liability
Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/05/2007
Submitted Date 09/05/2007
Respond By Date

Dear Jason Graciolett,

This will acknowledge receipt of the captioned filing.

Please refer to Form XLP-002 11-06, page 14 and 15, Section VII 5. You must allow 60 days rather than 30 days to both request and pay for the optional Extended Reporting Period. Also, Form XLE-5015-04-03 must be amended according and also, with reference to Section 6 of this form, the limit of liability for the Supplemental ERP must be the greater of the limit remaining of the expiring policy aggregate or reinstated to 50%. Please refer to AR Code Anno. 23-79-306 (1-6).

Form XLE-5029-05-04 may apply only when attaching to coverages that exempt from the defense outside the limit requirement of AR Code Anno. 23-79-307 (5) (A). Please confirm compliance.

With reference to XLX-4025-04-03, will this coverage be excess to commercial auto liability? If so, we cannot approve this form if release or escape of pollutants if caused by upset or overturn. Please advise and explain the reason for this exclusion.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 02/15/2008
Submitted Date 02/15/2008

Dear Edith Roberts,

Comments:

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Response 1

Comments: Hello -

Please see our response which has been uploaded already.

Thanks!

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Jason Graciolett

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Excess Liability Policy Form	XLP-0002	11-06	Endorsement/Amendment/Conditions	New	0.00	XLP-0002-11-06 EXCESS POLICY.pdf
Approved	Excess Liability Policy Declarations	XDEC-0002-11-04	11-04	Endorsement/Amendment/Conditions	New	0.00	XDEC-0002-11-04 EXCESS LIABILITY DECLARATION.pdf
Approved	Contractors Endorsement	XLE-5000-01-03	01-03	Endorsement/Amendment/Conditions	New	0.00	XLE-5000-01-03 Contractors Excess Endorsement.pdf
Approved	Limitation of Coverage to Designated Products	XLE-5001-01-03	01-03	Endorsement/Amendment/Conditions	New	0.00	XLE-5001-01-03 Limitation of Coverage to Designated Products.pdf
Approved	Basis of Premium Endorsement	XLE-5002-04-06	04-06	Endorsement/Amendment/Conditions	New	0.00	XLE-5002-04-06 Basis Of Premium Endorsment XS Pols Eff 4.1.06.pdf
Approved	Cancellation Clause Amendment	XLE-5004-01-03	01-03	Endorsement/Amendment/Conditions	New	0.00	XLE-5004-01-03 Cancellation Clause Amendment

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 Product Name: Axis Commercial Umbrella/Excess Liability
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Approval	Description	Policy/Endorsement	Type	Value	Attachment
Approved	Limitation of Coverage to Designated Project	XLE-5005-01-03 01-03	Endorsement/Amendment/Conditions	0.00	Excess Endorsement.pdf XLE-5005-01-03 Limitation of Coverage to Designated Project Excess Endorsement.pdf
Approved	War or Terrorism Exclusion with Exception for Certified Acts of Terrorism; Cap on Losses From Certified Acts of Terrorism	XLE-5009-04-07 04-07	Endorsement/Amendment/Conditions	0.00	XLE-5009-04-07 War or Terrorism Exclusion with Exception for Certified Acts of Terrorism Excess Exclusion.pdf
Approved	Participating Provision Endorsement - Quota Share Insurance	XLE-5014-02-04 02-04	Endorsement/Amendment/Conditions	0.00	XLE-5014-02-04 Participating Provision Endorsement.pdf
Approved	Amendment of Supplemental Extended Reporting Period	XLE-5015-04-03 04-03	Endorsement/Amendment/Conditions	0.00	XLE-5015-04-03 Supplemental Extended Reporting Period.pdf
Approved	Schedule of Named insureds	XLE-5018-09-03 09-03	Endorsement/Amendment	0.00	XLE-5018-09-03

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Approved	Retroactive Date	XLE-5020-10-03	Endorsement/Conditions	0.00	Schedule of Named Insureds.pdf
Approved	Retroactive Date Endorsement	XLE-5020-10-03	Endorsement/Conditions	0.00	XLE-5020-10-03 Retroactive Date Endorsement Excess.pdf
Approved	Premium Audit Endorsement	XLE-5021-01-04	Endorsement/Conditions	0.00	XLE-5021-01-04 Premium Audit Endorsement.pdf
Approved	Amendatory Endorsement - Deletion of Pollution Exclusion	XLE-5023-01-04	Endorsement/Conditions	0.00	XLE-5023-01-04 Deletion of Pollution Exclusion - Amendatory Endt.pdf
Approved	Amendatory Endorsement Limits of Insurance	XLE-5028-05-04	Endorsement/Conditions	0.00	XLE-5028-05-04 Limits of Insurance Amendatory Endt.pdf
Approved	Amendatory Endorsement - Defense and Defense Expenses	XLE-5029-05-04	Endorsement/Conditions	0.00	XLE-5029-05-04 Defense & Defense Expenses Amendatory Endorsement.pdf
Approved	Contractual Liability Limitation	XLE-5030-05-04	Endorsement/Conditions	0.00	XLE-5030-05-04 Contractual

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			ons		Liability Limitation.pdf
Approved	Absolute Pollution Exclusion	XLX-4000-01-03 01-03	Endorseme New nt/Amendm ent/Condi tions	0.00	XLX-4000- 01-03 Absolute Pollution Exclusion.pdf
Approved	Abuse or Molestation Exclusion	XLX-4001-09-04 09-04	Endorseme New nt/Amendm ent/Condi tions	0.00	XLX-4001- 09-04 Abuse or Molestation Exclusion.pdf
Approved	Acrylamide Exclusion	XLX-4002-01-03 01-03	Endorseme New nt/Amendm ent/Condi tions	0.00	XLX-4002- 01-03 Acrylamide Exclusion.pdf
Approved	Aircraft products and Grounding Exclusion	XLX-4003-01-03 01-03	Endorseme New nt/Amendm ent/Condi tions	0.00	XLX-4003- 01-03 Aircraft Products & Grounding Excess Exclusion.pdf
Approved	Architects & Engineers Professional Liability Exclusion	XLX-4004-01-03 01-03	Endorseme New nt/Amendm ent/Condi tions	0.00	XLX-4004- 01-03 Architects & Engineers Professional Liability Exclusion.pdf
Approved	Athletic Participants	XLX-4005-01-03 01-03	Endorseme New nt/Amendm	0.00	XLX-4005- 01-03

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Exclusion	ent/Condi ons	Athletic Participants Exclusions .pdf
Approved Auto No-Fault and Similar Laws Exclusion XLX-4006-01-03	Endorseme New nt/Amendm ent/Condi ti ons	0.00 XLX-4006-01-03 Auto No-Fault and Similar Laws Exclusion.pdf
Approved Contractual Liability Exclusion XLX-4007-01-03	Endorseme New nt/Amendm ent/Condi ti ons	0.00 XLX-4007-01-03 Contractual Liability Exclusion.pdf
Approved Cross Suits Exclusion XLX-4008-01-03	Endorseme New nt/Amendm ent/Condi ti ons	0.00 XLX-4008-01-03 Cross Suits Excess Exclusion Endorsemen t.pdf
Approved Designated Products Exclusion - Diet Drugs/Weight Management Drugs XLX-4009-01-03	Endorseme New nt/Amendm ent/Condi ti ons	0.00 XLX-4009-01-03 Designated Products Diet Drugs Excess Exclusion.pdf
Approved Exclusion - Designated Products (Nutritional Supplements and/or Herbal Products) XLX-4010-01-05	Endorseme New nt/Amendm ent/Condi ti ons	0.00 XLX-4010-01-05 Designated Products Nutritional Supplements .01.02.05.pdf
Approved Erroneous XLX-4011-01-03	Endorseme New	0.00 XLX-4011-

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	Delivery of Liquid or Gaseous Products Exclusion	01-03	nt/Amendment/Conditions		01-03 Erroneous Delivery of Liquid or Gas Products Exclusion.pdf
Approved	Failure to Supply Electricity Exclusion	XLX-4012-01-03 01-03	Endorsement/New Amendment/Conditions	0.00	XLX-4012-01-03 Failure to Supply Electricity.pdf
Approved	Federal Employers Liability Act Exclusion	XLX-4013-01-03 01-03	Endorsement/New Amendment/Conditions	0.00	XLX-4013-01-03 Federal Employers Liability Act Exclusion.pdf
Approved	Inverse Condemnation Exclusion	XLX-4014-01-03 01-03	Endorsement/New Amendment/Conditions	0.00	XLX-4014-01-03 Inverse Condemnation Exclusion.pdf
Approved	Joint Venture and Wrap-up Exclusion	XLX-4015-01-03 01-03	Endorsement/New Amendment/Conditions	0.00	XLX-4015-01-03 Joint Venture & Wrap-Up Exclusion.pdf
Approved	Occupational Disease Exclusion	XLX-4016-01-03 01-03	Endorsement/New Amendment/Conditions	0.00	XLX-4016-01-03 Occupational Disease

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Approval	Description	Policy No	Endorsement	Amount	File Name
Approved	Personal and Advertising Injury Exclusion	XLX-4017-01-03	Endorsement/Amendment/Conditions	0.00	XLX-4017-01-03 Personal & Advertising Injury Exclusion Final Wording.pdf
Approved	Products - Completed Operations Exclusion	XLX-4018-07-04	Endorsement/Amendment/Conditions	0.00	XLX-4018-07-04 Products Completed Operations Exclusion.07 .04.pdf
Approved	Professional Liability Exclusion	XLX-4019-01-03	Endorsement/Amendment/Conditions	0.00	XLX-4019-01-03 Professional Liability Excess Exclusion.pdf
Approved	Punitive or Exemplary Damages Exclusion	XLX-4020-01-03	Endorsement/Amendment/Conditions	0.00	XLX-4020-01-03 Punitive or Exemplary Damages Exclusion.pdf
Approved	Rip and Tear Exclusion - Concrete Products	XLE-4021-01-03	Endorsement/Amendment/Conditions	0.00	XLE-4021-01-03 Rip & Tear ExclusionConcrete Products.pdf
Approved	Subsidence Exclusion	XLX-4022-01-03	Endorsement/Amendment	0.00	XLX-4022-01-03

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 Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-025805
 Company Tracking Number: AXIS-AR-EX-07 F
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
 Product Name: Axis Commercial Umbrella/Excess Liability
 Project Name/Number: /

Approval	Description	Policy Number	Endorsement/Condition	Amount	File Name
Approved	Total Pollution Exclusion	XLX-4023-01-03 01-03	Endorsement/Conditions	0.00	XLX-4023-01-03 Total Pollution Exclusion.pdf
Approved	USL&H Exclusion	XLX-4024-01-03 01-03	Endorsement/Conditions	0.00	XLX-4024-01-03 USL&H Exclusion.pdf
Approved	Amended Pollution Exclusion (Additional Exception for Upset/Overturn of Auto)	XLX-4025-04-03 04-03	Endorsement/Conditions	0.00	XLX-4025-04-03 Amended Pollution Exclusion.pdf
Approved	Designated Operations Exclusion	XLX-4026-01-03 01-03	Endorsement/Conditions	0.00	XLX-4026-01-03 Designated Operations Excess Exclusion.pdf
Approved	Exterior Insulation Finish Systems (EIFS) Exclusion	XLX-4027-04-07 04-07	Endorsement/Conditions	0.00	XLX-4027-04-07 Exterior Insulation Finish Systems Excess Exclusion.pdf
Approved	Transmissible Spongiform	XLX-4028-01-03 01-03	Endorsement/Conditions	0.00	XLX-4028-01-03

SERFF Tracking Number: REGU-125243639

State: Arkansas

Filing Company: Axis Insurance Company

State Tracking Number: AR-PC-07-025805

Company Tracking Number: AXIS-AR-EX-07 F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI:

17.0020 Commercial Umbrella & Excess

Product Name: Axis Commercial Umbrella/Excess Liability

Project Name/Number: /

	Encephalopathy (TSE) Exclusion		ent/Condi ons		Transmissibl e Spongiform Encephalopa thy Excess Exclusion.pd f
Approved	Designated Products Exclusion	XLX-4029-01-03 01-03	Endorseme New nt/Amendm ent/Condi ons	0.00	XLX-4029- 01-03 Designated Products Excess Exclusion.pd f
Approved	Prior Known or Reported Loss or Condition Exclusion	XLX-4031-01-05 01-05	Endorseme New nt/Amendm ent/Condi ons	0.00	XLX-4031- 01-05 Prior Known or Reported Loss or Condition Exclusion 01.02.05.pdf
Approved	Residential Construction Exclusion	XLX-4032-01-03 01-03	Endorseme New nt/Amendm ent/Condi ons	0.00	XLX-4032- 01-03 Residential Construction Exclusion - Excess.pdf
Approved	Discrimination Exclusion	XLX-4033-01-03 01-03	Endorseme New nt/Amendm ent/Condi ons	0.00	XLX-4033- 01-03 Discriminatio n Excess Exclusion.pd f
Approved	New Residential Construction Exclusion	XLX-4034-01-03 01-03	Endorseme New nt/Amendm ent/Condi ons	0.00	XLX-4034- 01-03 New Residential Construction

SERFF Tracking Number: REGU-125243639 State: Arkansas
 Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-025805
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 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
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Approval	Description	Policy No	Endorsement	Amount	File Name
Approved	Designated Entity (ies) Exclusion	XLX-4035-01-03	Endorsement/Conditions	0.00	XLX-4035-01-03 Designated Entity _ies_ Excess Exclusion.pdf
Approved	Designated Premises Exclusion	XLX-4036-04-03	Endorsement/Conditions	0.00	XLX-4036-04-03 Designated Premises Excess Exclusion.pdf
Approved	Residential Construction Exclusion (Exception for Apartments and Military Housing)	XLX-4037-01-03	Endorsement/Conditions	0.00	XLX-4037-01-03 Residential Construction with Exception for Apts & Military Housing Exclusion - Excess.pdf
Approved	New Residential Construction Exclusion (Exception for Apartments and Military Housing)	XLX-4038-01-03	Endorsement/Conditions	0.00	XLX-4038-01-03 New Residential Construction with Exception for Apt & Military Housing Exclusion -

SERFF Tracking Number: REGU-125243639 State: Arkansas
 Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-025805
 Company Tracking Number: AXIS-AR-EX-07 F
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
 Product Name: Axis Commercial Umbrella/Excess Liability
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Approval	Exclusion - Designated Products (Ephedrine)	XLX-4039-01-03	Endorsement/Amendment/Conditions	0.00	Excess.pdf
Approved	Exclusion - Designated Products (Ephedrine)	XLX-4039-01-03	Endorsement/Amendment/Conditions	0.00	XLX-4039-01-03 Designated Products Excess Exclusion _Ephedrine_.pdf
Approved	Exclusion - Designated Products (Pharmaceutical Products)	XLX-4040-02-05	Endorsement/Amendment/Conditions	0.00	XLX-4040-02-05 Designated Products - Pharmaceutical Products XS.02.05.pdf
Approved	Exclusion - Infringement of Copyright, Patent, Trade Secret or Trademark	XLX-4041-05-03	Endorsement/Amendment/Conditions	0.00	XLX-4041-05-03 Infringement of Copyright, Patent, Trade Secret or Trademark.pdf
Approved	Recall of Products, Work or Impaired Property Exclusion	XLX-4042-10-03	Endorsement/Amendment/Conditions	0.00	XLX-4042-10-03 Recall of Products, Work, or Impaired Property Exclusion.pdf
Approved	Designated Professional Services Exclusion	XLX-4043-04-04	Endorsement/Amendment/Conditions	0.00	XLX-4043-04-04 Designated Professional Services

SERFF Tracking Number: REGU-125243639 State: Arkansas
 Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-025805
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 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
 Product Name: Axis Commercial Umbrella/Excess Liability
 Project Name/Number: /

Approval	Product	Policy Number	Description	Amount	File Name
Approved	Lead Exclusion	XLX-4044-01-04 01-04	Endorsement/Amendment/Conditions	0.00	XLX-4044-01-04 Lead Exclusion.pdf
Approved	Residential Construction Exclusion – Products-Completed Operations Hazard	XLX-4045-11-04 11-04	Endorsement/Amendment/Conditions	0.00	XLX-4045-11-04 Residential Construction Exclusion - Products-Completed Operations Hazard.pdf
Approved	Maritime Employers Liability Exclusion	XLX-4046-12-03 12-03	Endorsement/Amendment/Conditions	0.00	XLX-4046-12-03 Maritime Employers Liability Exclusion.pdf
Approved	Bungee Jumping Exclusion	XLX-4047-02-04 02-04	Endorsement/Amendment/Conditions	0.00	XLX-4047-02-04 Bungee Jumping Exclusion.pdf
Approved	Employment-Related Practices Exclusion	XLX-4049-04-04 04-04	Endorsement/Amendment/Conditions	0.00	XLX-4049-04-04 Employment Related Practices.pdf
Approved	Directors and Officers Liability Exclusion	XLX-4050-04-04 04-04	Endorsement/Amendment/Conditions	0.00	XLX-4050-04-04 Directors and Officers Liability

SERFF Tracking Number: REGU-125243639 State: Arkansas
 Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-025805
 Company Tracking Number: AXIS-AR-EX-07 F
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
 Product Name: Axis Commercial Umbrella/Excess Liability
 Project Name/Number: /

Approval	Description	Policy Number	Action	Amount	File Name
Approved	On-Hook Liability Exclusion	XLX-4051-04-04 04-04	Endorsement/Amendment/Conditions	0.00	XLX-4051-04-04 On Hook Liability Exclusion.pdf
Approved	Failure to Supply Petroleum Products Exclusion	XLX-4052-04-04 04-04	Endorsement/Amendment/Conditions	0.00	XLX-4052-04-04 Failure to Supply Petroleum Products Excl..pdf
Approved	Real & Personal Property Exclusion	XLX-4053-05-04 05-04	Endorsement/Amendment/Conditions	0.00	XLX-4053-05-04 Real & Personal Property Exclusion.pdf
Approved	Silica Exclusion	XLX-4054-06-04 06-04	Endorsement/Amendment/Conditions	0.00	XLX-4054-06-04 Silica Exclusion Excess.pdf
Approved	Medical Malpractice Exclusion	XLX-4058-11-04 11-04	Endorsement/Amendment/Conditions	0.00	XLX-4058-11-04 Medical Malpractice Exclusion.pdf
Approved	Exclusion - Violation of Statutes that Govern E-Mails, Fax, or Phone Calls	XLX-4059-01-05 01-05	Endorsement/Amendment/Conditions	0.00	XLX-4059-01-05 Violation of Statutes that Govern E Mails, Fax or Phone

SERFF Tracking Number: REGU-125243639 State: Arkansas
 Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-025805
 Company Tracking Number: AXIS-AR-EX-07 F
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
 Product Name: Axis Commercial Umbrella/Excess Liability
 Project Name/Number: /

Approved	Arkansas	XLG-	02-08	Endorseme New	0.00	Calls.pdf
	Changes	6003-02-		nt/Amendm		XLG-6003-
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						Final.pdf

AXIS
EXCESS LIABILITY POLICY

PLEASE READ YOUR POLICY CAREFULLY

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EXCESS LIABILITY POLICY

INTRODUCTION

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

Throughout this policy, the words "you", "your" and "Named Insured" refer to the "Named Insured" shown in Item 1. of the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI. DEFINITIONS.

I. INSURING AGREEMENT

1. The coverage provided by this policy is excess insurance and, except as otherwise stated in this policy, follows the terms, conditions, exclusions, and endorsements of the "first underlying insurance" as shown in Item 8. of the Declarations. Further, this policy will follow any additional exclusions included in any other "underlying insurance". Under no circumstances will this coverage be broader than any "underlying insurance".
2. We will pay those sums in excess of the "underlying insurance" that you become legally obligated to pay as damages because of injury or damage to which this insurance applies, provided that the "underlying insurance" also applies, or would have applied but for the exhaustion of the applicable Limits of Insurance.
3. The amount we will pay as damages shall not exceed the Limits of Insurance stated in Item 3. of the Declarations. In certain instances, as further specified in Section IV. LIMITS OF INSURANCE, the amount we will pay as damages and defense expenses shall not exceed the Limits of Insurance as stated in Item 3. of the Declarations.
4. As respects any "underlying insurance" that applies on a claims-made basis, this insurance will also apply on a claims-made basis. Any extended reporting periods that may be endorsed to any "underlying insurance" shall not apply to this insurance. For any supplemental extended reporting period to apply to this insurance, such extended reporting period must be requested by you, negotiated with us and endorsed to this policy.
5. As respects any "underlying insurance" that applies on a claims-made basis, this insurance will not apply to any injury, damage, offense, or wrongful act that first occurred before the Retroactive Date shown in Item 7. of the Declarations or after the end of the policy period.
6. We have no other obligations or liabilities to pay sums or perform services, except as described in Section II. DEFENSE AND DEFENSE EXPENSE.
7. Where any terms of this policy are more restrictive than any terms of any "underlying insurance", the terms of this policy will apply.

8. Settlement of any claim or suit for an amount in excess of any "underlying insurance" shall not be binding on us unless we consent in writing.

II. DEFENSE AND DEFENSE EXPENSES

1. Defense

We shall not be called upon to assume charge of the settlement or defense of any claim made, suit brought, or proceeding instituted against you. However, we will have the right and opportunity to associate with you in the defense and control of any claim, suit, or proceeding we reasonably think likely will involve us.

2. Defense Expense

If all "underlying insurance" has been exhausted by payment of damages, then we will pay the necessary defense expenses for other such claims, suits or proceedings to which this insurance applies.

a. Our obligation to pay defense expenses is subject to the following limitations and conditions:

- (1) At our election, we will have the right and opportunity, but not the obligation, to assume charge of the defense and control of any claim, suit or proceeding.
- (2) You must obtain our written consent before any defense expense is incurred.
- (3) We have no obligation to pay for defense expenses incurred by you where any "underlying insurance" is not available or collectible because of the bankruptcy or insolvency of any underlying insurer or you, for any reason. Further, we have no obligation to pay for defense expenses if you are unable or have failed to comply with the terms, conditions or obligations of any "underlying insurance" or this policy.

b. Defense expense payments will be made as follows:

- (1) When defense expense payments of the "first underlying insurance" do not reduce the limits of insurance provided by that policy, then any such expense payments made under this policy will not reduce the limits of insurance as stated in Item 3. of the Declarations.
- (2) When defense expense payments of the "first underlying insurance " reduce the limits of insurance provided by that policy, then any such expense payments made under this policy will reduce the limits of insurance as stated in Item 3. of the Declarations.

c. We will not pay any defense expense or participate in any claim, suit, or proceeding after we have exhausted the limits of liability shown in Item 3. of the Declarations.

For the purposes of this policy, defense expenses include, but are not limited to, legal and other expenses incurred in the investigation or defense of claims or suits to which this insurance applies, including court costs and interest on judgments. Defense expense does not include salaries and expenses of our employees or your employees.

III. EXCLUSIONS

Any exclusions applicable to the "first underlying insurance" and to any other "underlying insurance" also apply to this insurance. In addition, this insurance does not apply to:

1. Pollution

- a. Any liability or damages arising, directly or indirectly, out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - (2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (a) Any insured; or
 - (b) Any person or organization for whom any insured may be legally responsible.
 - (4) At or from any premises, site or location on which any insured or any contractors or subcontractors are working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.
 - (5) At or from any premises, site or location on which any insured or any contractors or subcontractors are working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- b. Any loss cost or expense arising out of any:
 - (1) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or suit by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

Subparagraph 1. a. (1) does not apply to the extent that "underlying insurance" exists for, or would have existed but for the exhaustion of the limits of insurance of the "underlying insurance" for:

- (1) Injury if sustained within a building owned, rented or occupied by the insured and caused by smoke, fumes, vapors or soot caused by equipment used to heat the building; or
- (2) Injury or damage arising out of heat, smoke or fumes from a "hostile fire".

Subparagraph 1. a. (4) does not apply to the extent that "underlying insurance" exists for, or would have existed but for the exhaustion of the limits of insurance of the "underlying insurance" for:
(1) Injury or damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
(2) Injury or damage arising out of heat, smoke or fumes from a "hostile fire".

This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage.

2. Asbestos

- a. Any liability or damages arising, directly or indirectly, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of asbestos, asbestos fibers, or any other form of asbestos regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage;
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediation or disposing of, or in any way responding to, or assessing the effects of asbestos, asbestos fibers or any other form of asbestos by any insured or by any other person or entity;
- c. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with 2. a. or b. above; or
- d. Any obligation to share damages with or repay someone else who must pay damages because of asbestos.

This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage.

3. War or Terrorism

Any liability or damages arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- d. "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism", regardless of any other cause or event that contributes concurrently or in any sequence to any injury or damage.

This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage.

4. Fungi or Bacteria

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

This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage. 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 consumption.

5. Cyber Liability

- a. Any liability or damages arising, directly or indirectly, out of the loss of or alteration of any electronic data, electronic information, computer applications software, computer operations software or any other similar data, information or software in any computer hardware, computer system, computer network, or the Internet; or
- b. Any liability or damages arising, directly or indirectly, out of damage to any computer hardware, computer system, computer network, or the Internet as a result of 5.a. above.

This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage.

IV. LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought; or
 - c. Persons or organizations making claims or bringing suits.
- 2. If there is a limit stated in Item 3. of the Declarations for the General Aggregate Limit (Other than Products-Completed Operations), that amount is the most that we will pay for all damages under this insurance, except for: (1) injury and damage included within the products-completed operations hazard and (2) coverage included in the "underlying insurance" for automobile liability.

3. If there is a limit stated in Item 3. of the Declarations for the Products-Completed Operations Aggregate Limit, that amount is the most that we will pay under this insurance for any injury and damage included within the products-completed operations hazard.
4. If there is a limit stated in Item 3. of the Declarations for the Combined Aggregate Limit, that amount is the most we will pay under this insurance for all coverage except coverage included in the "underlying insurance" for automobile liability.
5. Subject to Paragraphs 2., 3., and 4. above, the Each Occurrence Limit stated in Item 3. of the Declarations is the most we will pay for:
 - (1) any injury and damage arising out of one occurrence or offense, or
 - (2) any wrongful act, error or omission.
6. If the applicable limits of insurance of the "underlying insurance" are reduced or exhausted by payments of damages from one or more occurrences covered by this policy, the limits of insurance of this policy will apply in excess of such reduced or exhausted limits.
7. If any Supplementary Payments made under this policy do not reduce the limits of insurance of the "underlying insurance", those payments will not reduce the limits of insurance of this policy. If any Supplementary Payments made under this policy do reduce the limits of insurance of the "underlying insurance", those payments will also reduce the limits of insurance of this policy.
8. The limits of insurance of this policy 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, unless the policy period is extended after the issuance of this policy for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding policy period for the purposes of determining the limits of insurance.

V. CONDITIONS

1. Bankruptcy:

a. Bankruptcy of Insured:

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

b. Bankruptcy of Underlying Insurer:

Bankruptcy or insolvency of any underlying insurer will not relieve us of our obligations under this policy. However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of any underlying insurer. This insurance will apply as if the otherwise applicable limits of insurance of such "underlying insurance" were available and in full effect. It shall be your sole responsibility to provide other insurance or self-insurance (including the corresponding defense obligations) to replace such "underlying insurance".

2. Cancellation:

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

Such advance notice of cancellation should be mailed or delivered to the following address:

AXIS Insurance
11680 Great Oaks Way, Suite 500
Alpharetta, GA 30022

- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
- (1) 10 days before the effective date of cancellation, if we cancel for non-payment of premium;
or
 - (2) 30 days before the effective date of cancellation, if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation and will be effective for all insureds. All coverage will end on the effective date of cancellation.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the premium refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a premium refund.
- f. If notice of cancellation is mailed, proof of mailing shall be considered sufficient proof of notice.

3. Changes:

This policy (including the Declarations, Schedules and any endorsements attached hereto) contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations may request changes in the terms of this policy. This policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this policy.

4. Duties in the Event of Occurrence, Offense, Wrongful Act, Error, Omission, Claim or Suit:

- a. You must see to it that we are notified as soon as practicable of an occurrence, offense, wrongful act, error or omission which is reasonably likely to result in a claim or suit affecting this policy. To the extent possible, notice should include:
- (1) How, when and where the occurrence, offense, wrongful act, error or omission took place;
 - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the occurrence, offense, wrongful act, error or omission.

b. If a claim is made or suit is brought against any insured which is reasonably likely to result in a claim or suit effecting this policy, 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 injury or damage 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, other than for first aid, without our consent.

5. Examination of Your Books and Records:

We may examine and audit your books and records as they relate to this policy at any time during the policy period and for up to three years afterward.

6. Inspection and Surveys:

We have the right, but are not obligated, to:

a. Make inspections and surveys at any time;

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

c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.

We do not warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization that makes insurance inspections, surveys, reports or recommendations.

7. Legal Action Against Us:

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

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

8. Loss Payable:

- a. Liability under this policy shall not apply unless and until the insured and the underlying insurer has become obligated to pay the amount of the "underlying insurance". Such obligation by the underlying insurer and us to pay damages shall have been previously determined by a final settlement or judgment after an actual trial or written agreement between the insured, the claimant or the claimant's legal representative, the underlying insurer and us.
- b. If we are obligated to indemnify the insured for any payment of judgments or settlements, the insured must make a written claim within 12 months of:
 - (1) actually paying any amount in excess of the "underlying insurance"; or
 - (2) The insured's liability being made certain by:
 - i. the final written judgment of a trial; or
 - ii. the written agreement of the insured, the claimant, the underlying insurer and us.

If any later payments are made by the insured for the same occurrence, offense, wrongful act, error, or omission, written claim for these payments must likewise be made. We will reimburse you for these payments within 30 days of confirming that they are payable by this policy.

9. Maintenance Of Underlying Insurance:

The "underlying insurance" listed in the Schedule of Underlying in the Declarations shall remain in effect throughout the policy period except for the reduction of the aggregate limits due to payment of damages.

Failure to maintain "underlying insurance" will not invalidate this insurance. However, this insurance will apply as if the "underlying insurance" were in full effect.

You must notify us as soon as practicable when any "underlying insurance" is no longer in effect.

10. Unimpaired Aggregates of Underlying Insurance:

If an aggregate limit of any "underlying insurance" has been reduced below the aggregate amount shown in the Schedule of Underlying Insurance for that "underlying insurance" as a result of losses occurring prior to the inception date of this policy or as a result of losses not covered by this insurance, we will apply all insurance provided by this policy as if the aggregate of the "underlying insurance" had not been reduced below the limit amount shown in the Schedule of Underlying Insurance.

This condition does not apply to losses subject to claims-made coverage and occurring after the retroactive date of this policy (if any).

11. Underlying Insurance Sublimits:

Unless specifically included within the Schedule of Underlying Insurance of this policy, coverage is excluded by this policy for any coverage for which any "underlying insurance" imposes a limit of insurance of less than \$1,000,000 per occurrence, per event, per claim, or per wrongful act (commonly called a sublimit) and over which this policy is excess.

Any losses related to any sub limited coverage excluded by this policy, but provided by any "underlying insurance", shall not be recognized by this policy as eroding or exhausting the limits of insurance of the "underlying insurance".

12. Other Insurance:

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition applies to any duty to indemnify and to any duty to defend. This condition will not apply to insurance specifically written as excess over this policy.

13. Premium Computation:

The rate, rating basis and estimated units of exposure for the Policy Period will be stated in Item 5. of the Declarations. We will compute the premium for this policy by applying the rate to each unit of exposure of the rating basis. The estimated units of exposure will be used to determine the advance premium. The actual units of exposure will be used to determine the earned premium.

When this policy expires or if it is cancelled, we will compute the earned premium. If the earned premium is more than the advance premium, you will pay us the additional premium immediately. If the earned premium is less than the advance premium, we may return the excess premium to you (subject to the minimum premium). Regardless of the earned premium, the minimum premium stated in the Declarations will apply.

14. Representations or Fraud:

By accepting this policy, you agree:

- a. The statements in the Application and the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations: and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

15. 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 policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us to help us enforce them.

VI. DEFINITIONS

1. "First underlying insurance" means the policy or policies of insurance listed in the Declarations under the Schedule of Underlying Insurance and identified as the "First Underlying Insurance", including any self-insured retentions or deductibles that are a part of such policies.
2. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.
3. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence;
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

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

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

6. "Underlying insurance" means the policy or policies of insurance listed in the Declarations under the Schedule of Underlying Insurance, including any self-insured retentions or deductibles that are a part of such policies.

VII. EXTENDED REPORTING PERIOD OPTION

1. We will provide an Extended Reporting Period, as described below, if:

a. This policy is cancelled or non-renewed by us; or

b. We renew or replace this policy with insurance that:

(1) Does not apply on a claims-made basis; or

(2) Has a retroactive date later than the date shown in the Declarations applying to this policy.

2. Any Extended Reporting Period included within or endorsed to this policy applies only as respects excess insurance over "underlying insurance" written on a claims-made basis.

3. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for injury or damage caused by an occurrence which occurs after the retroactive date and before the end of the policy period. For this insurance to apply, claims must be first made within the applicable Extended Reporting Period.

Once in effect, Extended Reporting Periods may not be cancelled, except as a result of non-payment of premium.

4. If also provided in the "underlying insurance", a Basic Extended Reporting Period is automatically provided without an additional premium charge. This period starts with the end of the policy period and lasts for sixty (60) days.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance that you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such claims.

5. A Supplemental Extended Reporting Period of up to three (3) years duration is available, but only by endorsement to this policy and for an additional premium charge. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Subparagraph VII.3.

above, ends. You must provide us with a written request for the Supplemental Extended Reporting Period within thirty (30) days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. The additional premium for the Supplemental Extended Reporting Period will be due within sixty (60) days after the end of the policy period. If the additional premium for the Supplemental Extended Reporting Period is not paid promptly when due, the Supplemental Extended Reporting Period will be cancelled flat.

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 exposures insured;
- (b) Previous types and amounts of insurance;
- (c) Limits of insurance available under the policy for future payment of damages; and
- (d) Any other factors deemed by us to be related to the additional premium charge.

The additional premium for the Supplemental Extended Reporting Period will not exceed 200% of the total annual premium for this policy. The additional premium for the Supplemental Extended Reporting Period will be fully earned when the endorsement takes effect.

This endorsement shall define the terms, not consistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first made during such period is excess over any other valid insurance available under policies in force after the Supplemental Extended Reporting Period takes effect.

- 6. The Basic Extended Reporting Period and the Supplemental Extended Reporting Period, if any, do not reinstate or increase the limits of insurance of this policy.

NUCLEAR ENERGY LIABILITY EXCLUSION

This insurance does not apply to:

- 1. Any liability or damage:
 - a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or the Nuclear Insurance Association of Canada, or would be an insured under such policy but for its termination upon exhaustion of its limits of insurance; or
 - b. Resulting from the "hazardous properties" of "nuclear material" with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had its policy not been issued, would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Any liability or damage resulting from the "hazardous properties" of "nuclear material", if:
 - a. The "nuclear material": (1) is at any "nuclear facility" owned by, or operated by or on behalf of, any insured, or (2) has been discharged or dispersed there from;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time processed, handled, used, processed, stored, transported, or disposed of by or on behalf of an insured; or
 - c. The injury, sickness, disease, death, destruction or loss arising out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Subparagraph c. applies only to injury to or destruction of or loss of property at such "nuclear facility".

As used in this exclusion:

1. "Hazardous properties" includes radioactive, toxic or explosive properties;
2. "Nuclear facility" means:
 - a. any "nuclear reactor";
 - b. any equipment or device designed or used for: (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing, or packaging "waste".
 - c. any equipment or device used for processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - d. any structure, basin, excavation, premises, place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on site and all premises used for such operations;
3. "Nuclear material" means "source material", "special nuclear material" or "by-product material". "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
4. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission self-supporting chain reaction or to contain critical mass of fissionable material;
5. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

6. "Waste" means any waste material: (1) containing by-product material, and (2) resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility".

With respect to injury to or destruction of or loss of property, the word "injury" or "destruction" or "loss" includes all forms of radioactive contamination of property.

All other terms and conditions of this policy remain unchanged.



POLICY NUMBER:

RENEWAL OF:

EXCESS LIABILITY POLICY DECLARATIONS

	BROKER:
Item 1. NAMED INSURED: _____	
MAILING ADDRESS: _____	

Item 2. POLICY PERIOD: FROM _____ TO _____ AT 12:01 A.M. 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.

Item 3. LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	\$ _____
GENERAL AGGREGATE LIMIT	\$ _____
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ _____

Item 4. DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST	
<input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> CORPORATION OTHER <input type="checkbox"/> _____	
BUSINESS DESCRIPTION: _____	

POLICY NUMBER:

Item 5. POLICY PREMIUM

INSURED PURCHASED TRIA TERRORISM COVERAGE YES NO

MINIMUM & DEPOSIT PREMIUM: \$ _____

FLAT PREMIUM: or ADJUSTABLE PREMIUM:
(check flat or adjustable) MINIMUM EARNED PREMIUM

If Adjustable:

Rate: _____ Per: _____ Basis: _____

AUDIT PERIOD (IF APPLICABLE) ANNUALLY SEMI-ANNUALLY NOT AUDITABLE

Item 6. Retroactive Date:

Item 7. ENDORSEMENTS

ENDORSEMENTS ATTACHED TO THIS POLICY:

A.

B.

C.

D.

E.

F.

POLICY NUMBER:

Item 8. SCHEDULE A. - UNDERLYING INSURANCE		
Carrier, Policy Number, Period	Type of Policy	Applicable Limits or Amounts of Insurance
First Underlying Insurance		
Policy # to	Commercial General Liability (Occurrence)	\$ _____ Each Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate Defense Expenses:
Policy # to	Commercial Automobile Liability	\$ _____ Combined Single Limit Defense Expenses:
Policy # to	Employers Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$ _____ Each Accident \$ _____ Policy Limit \$ _____ Each Employee

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY. PLEASE SEE ATTACHED FORMS AND ENDORSEMENTS SCHEDULE.

Countersigned:	By:
(Date)	(Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Contractors Endorsement

1. This insurance does not apply to liability or damages arising out of:

a. Any current or past partnership or joint venture of which any insured is a member or has an interest and which is not specifically named by this policy as a Named Insured;

b. Any of your prior or ongoing operations or operations where the prime contractor, general contractor, project manager, owner of the construction project, or you sponsor(ed) or participate(d) in a Consolidated Insurance Program (CIP) or Wrap-Up, regardless of whether or not the Consolidated Insurance Program (CIP):

(1) Provides coverage identical to that provided by this policy

(2) Has limits adequate to cover all claims; or

(3) Remains in effect;

Consolidated Insurance Program (CIP) means a centralized insurance and loss control program that covers the project owner and all contractors and subcontractors. A consolidated insurance program (CIP) is commonly referred to as a wrap-up or owner controlled insurance program (OCIP);

c. (1) The rendering or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

(a) Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and

(b) Providing or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform;

(2) Subject to paragraph 1.c. (3) below, professional services include:

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

(b) Supervisory or inspection activities performed as part of any related architectural or engineering activities;

(3) 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.

POLICY NUMBER:

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

Limitation of Coverage to Designated Products

The insurance provided by this policy applies only with respect to injury or damage arising out of or resulting from the following products:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Basis of Premium Endorsement

It is agreed that the words and phrases that appear in the Declarations related to the calculation of premium have special meaning and are defined below:

- (1) "Admissions" means the total number of persons, other than employees of the named insured, admitted to the event (s) insured or to the event(s) conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes;
- (2) "Area" means the total number of square feet of floor space at the insured premises;
- (3) "Each". This basis of premium involves units of exposure, and the quantity comprising each unit of exposure is indicated in the premium classification footnotes, such as "per person";
- (4) "Gross Sales" means the gross amount of sales charged by the named insured, concessionaires of the named insured or by others trading under the insured's name for : a) all goods or products, sold or distributed; b) operations performed during the policy period, including operations performed for the insured by independent contractors; c) rentals; and d) dues or fees. "Gross Sales" does not include sales or excise taxes which are collected and submitted to a governmental division;
- (5) "Payroll" means the total payroll earned during the policy period by proprietors and by all employees, leased employees and temporary workers of the named insured and includes commissions, bonuses, extra pay for overtime work and pay for holidays, vacations or periods of sickness.
- (6) "Field Payroll" means the total payroll earned during the policy period by proprietors and by all employees, leased employees and temporary workers of the named insured and includes commissions, bonuses, extra pay for overtime work and pay for holidays, vacations or period of sickness. "Field Payroll" does not include payroll earned by sales and clerical employees;
- (7) "Sub Cost" means the total cost of all work let or sublet to independent contractors including: a) the independent contractors' costs of all labour, materials and equipment used in the execution of the work and b) all fees, bonuses, or commissions made, paid or due;
- (8) "Total Cost" means the total cost of all work let or sublet including: a) the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and b) all fees, bonuses or commissions made, paid or due;
- (9) "Units" means a single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together , or by a person living alone; and
- (10) "Miles" means the total miles operated during the policy period by all owned, rented or leased automobile units, loaded or unloaded, with or without drivers.

POLICY NUMBER:

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Cancellation Clause Amendment

Condition 2. b. (2) is deleted in its entirety and replaced by the following:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

Limitation of Coverage to Designated Project

The insurance provided by this policy applies only with respect to operations performed by or on behalf of the insured in connection with the project described below:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAR OR TERRORISM EXCLUSION WITH EXCEPTION FOR
CERTIFIED ACTS OF TERRORISM;
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

I. Exclusion 3. of this policy is deleted in its entirety and replaced by the following:

This insurance does not apply to:

3. A. Any liability or damages arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism";

regardless of any other cause or event that contributes concurrently or in any sequence to any injury or damage.

B. Provision 3. A. (4) of this exclusion does not apply to the extent that "underlying insurance" is applicable for injury and damage arising out of a "certified act of terrorism". Any coverage provided under this insurance will follow the provisions, exclusions, and limitations of the applicable "underlying insurance" unless otherwise directed by more specific provisions, terms or conditions of this insurance. Such applicable "underlying insurance" must be scheduled in Schedule A. of this policy for this exception to apply.

C. With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the Federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

D. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- (1) The act resulted in aggregate losses in excess of \$5 million; and
- (2) The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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.

II. The federal Terrorism Risk Insurance Program ("Program") was created by the Terrorism Risk Insurance Act of 2002. The Program is scheduled to terminate at the end of December 31, 2007 unless renewed, extended or otherwise continued by the federal government. If either:

A. The Program terminates on December 31, 2007 with respect to the type of insurance covered hereunder; or

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

- (1) Increase our statutory percentage deductible under the Program for terrorism losses (that deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses); or
- (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
- (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of occurrences or events under this policy;

then, commencing on the date when any one or more of the above first occurs, Paragraphs B., C. and D. of Section I. of this endorsement are deleted in their entirety and replaced by Paragraphs B. and C. as follows:

B. Provision 3. A. (4) of this exclusion does not apply to the extent that "underlying insurance" is applicable for injury or damage arising out of a "covered act of terrorism". Any coverage provided under this insurance will follow the provisions, exclusions, and limitations of the applicable "underlying insurance" unless otherwise directed by more specific provisions, terms or conditions of this insurance. Such applicable "underlying insurance" must be scheduled in Schedule A. of this policy for this exception to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

C. "Covered act of terrorism" means an act of terrorism resulting in injury or damage that fulfills all of the following criteria:

- (1) The act resulted in aggregate losses in excess of \$5 million; and
- (2) The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of a foreign person or foreign interest, as part of an effort to intimidate or coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by intimidation or coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Participating Provision Endorsement – Quota Share Insurance

This policy shall apply subject to the following additional provisions:

A. Limits of Insurance

The limits of insurance of this policy apply on a quota share basis based on the following:

\$_____ each occurrence part of \$_____ each occurrence – “Quota Share Basis”

\$_____ aggregate part of \$_____ aggregate – “Quota Share Basis”

B. Insuring Agreements I. 1. and I. 2. are deleted in their entirety and replaced by the following:

1. The coverage provided by this policy is excess quota share insurance and, except as otherwise stated in this policy, follows the terms, conditions, exclusions, and endorsements of the “first underlying insurance” as shown in Item 8. of the Declarations and any “other quota share insurance”. Further, this policy will follow any additional exclusions included in any other “underlying insurance”. Under no circumstances will this coverage be broader than any “underlying insurance” or any “other quota share insurance”.
2. We will pay those sums on a “quote share basis” in excess of the “underlying insurance” that you become legally obligated to pay as damages because of injury or damage to which this insurance applies, provided that the “underlying insurance” also applies, or would have applied but for the exhaustion of the applicable Limits of Insurance.

C. Section II. DEFENSE AND DEFENSE EXPENSES, Subparagraph 2.b., is deleted in its entirety and replaced by the following:

2.b. Defense expense payments will be made as follows:

- (1) When defense expense payments of the “first underlying insurance” or any “other quota share insurance” do not reduce the limits of insurance provided by this policy, then any such expense payments made under this policy will not reduce the limits of insurance as stated in Item 3. of the Declarations.
- (2) When defense expense payments of the “first underlying insurance” or any “other quota share insurance” do reduce the limits of insurance provided by this policy, then any such expense payments made under this policy will reduce the limits of insurance as stated in Item 3. of the Declarations.

D. For the purposes of this endorsement, the following additional definitions apply:

1. “Other quota share insurance” means the policy or policies shown in Section G. of this endorsement.
2. “Quota share basis” means the proportion that our limits of insurance bears to the total quota share insurance, whether any “other quota share insurance” is collectible or not.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

E. Condition 9. Maintenance of Underlying Insurance is deleted in its entirety and replaced by the following:

- 9. The "underlying insurance" listed in the Schedule of Underlying in the Declarations and any "other quota share insurance" shall remain in effect throughout the policy period except the reduction of the aggregate limits due to payment of damages.

Failure to maintain "underlying insurance" or "other quota share insurance" will not invalidate this insurance. However, this insurance will apply as if the "underlying insurance" or the "other quota share insurance" were in full effect.

You must notify us as soon as practicable when any "underlying insurance" is no longer in effect.

F. Condition 1. Bankruptcy is amended to include the following provision:

1. c. Bankruptcy of any Other Quota Share Insurance

Bankruptcy or insolvency of any "other quota share insurance" will not relieve us of our obligations under this policy. However, this insurance will not replace the "other quota share insurance" in the event of bankruptcy or insolvency of any "other quota share insurance". This insurance will apply as if the otherwise applicable limits of insurance of such "other quota share insurance" were available and in full effect. It shall be your sole responsibility to provide other insurance or self-insurance (including the corresponding defense obligations) to replace such "other quota share insurance".

G.. Schedule of Other Quota Share Insurance:

- (1) Company:
 Policy Number:
 Policy Term:
 Limits of Insurance:
 \$ _____ each occurrence part of \$ _____ each occurrence
 \$ _____ aggregate part of \$ _____ aggregate

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amendment of Supplemental Extended Reporting Period

Section VII. of this policy is deleted in its entirety and replaced with the following:

VII. EXTENDED REPORTING PERIOD OPTION

1. We will provide an Extended Reporting Period, as described below, if:
 - a. This policy is cancelled or non-renewed by us; or
 - b. We renew or replace this policy with insurance that:
 - (1) Does not apply on a claims-made basis; or
 - (2) Has a retroactive date later than the date shown in the Declarations applying to this policy.
 2. Any Extended Reporting Period included within or endorsed to this policy applies only as respects excess insurance over "underlying insurance" written on a claims-made basis.
 3. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for injury or damage caused by an occurrence which occurs after the retroactive date and before the end of the policy period. For this insurance to apply, claims must be first made within the applicable Extended Reporting Period.
- Once in effect, Extended Reporting Periods may not be cancelled, except as a result of non-payment of premium.
4. If also provided in the "underlying insurance", a Basic Extended Reporting Period is automatically provided without an additional premium charge. This period starts with the end of the policy period and lasts for sixty (60) days.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance that you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such claims.

5. A Supplemental Extended Reporting Period of up to _____(s) duration is available, but only by endorsement to this policy and for an additional premium charge. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Subparagraph VII.3. above, ends.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

You must provide us with a written request for the Supplemental Extended Reporting Period within thirty (30) days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. The additional premium for the Supplemental Extended Reporting Period will be due within sixty (60) days after the end of the policy period. If the additional premium for the Supplemental Extended Reporting Period is not paid promptly when due, the Supplemental Extended Reporting Period will be cancelled flat.

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 exposures insured;
- (b) Previous types and amounts of insurance;
- (c) Limits of insurance available under the policy for future payment of damages; and
- (d) Any other factors deemed by us to be related the additional premium charge.

The additional premium for the Supplemental Extended Reporting Period will not exceed _____% of the total annual premium for this policy. The additional premium for the Supplemental Extended Reporting Period will be fully earned when the endorsement takes effect.

This endorsement shall define the terms, not consistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first made during such period is excess over any other valid insurance available under policies in force after the Supplemental Extended Reporting Period takes effect.

6. The Basic Extended Reporting Period and the Supplemental Extended Reporting Period, if any, do not reinstate or increase the limits of insurance of this policy.

POLICY NUMBER:

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Schedule of Named Insureds

POLICY NUMBER:

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE DATE ENDORSEMENT



Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date
Issued by: AXIS SPECIALTY INSURANCE COMPANY		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

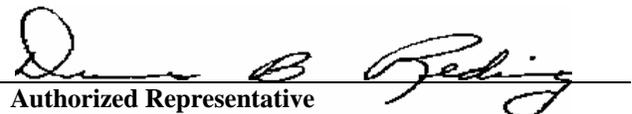
PREMIUM AUDIT ENDORSEMENT

AUDIT FOR PERIOD: FROM ____ TO ____

INCEPTION			
BASIS OF PREMIUM	AMOUNT	RATE	PREMIUM AT INCEPTION
	\$	\$	\$
AUDIT			
BASIS OF PREMIUM	AMOUNT	RATE	PREMIUM AT AUDIT
	\$	\$	\$
ADDITIONAL PREMIUM DUE: \$ ____			

All other terms and conditions remain unchanged.

All other terms and conditions remain unchanged.


 Authorized Representative

Amendatory Endorsement - Deletion of Pollution Exclusion

It is agreed that Section III. Exclusion 1., Pollution is deleted in its entirety.

POLICY NUMBER:

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT LIMITS OF INSURANCE

Subparagraph 8. of Section IV. Limits of Insurance is deleted in its entirety and replaced by the following:

8. The Limits of Insurance of this policy apply to the entire policy period. If the policy period is extended at any time, the additional period will be deemed to be part of the original policy period for the purposes of determining the Limits of Insurance.

Amendatory Endorsement - Defense and Defense Expenses

(1) Section II., Defense and Defense Expense, Subparagraph 2.b. is deleted in its entirety and replaced by the following:

b. Defense expense payments made under this policy will reduce the limits of insurance as stated in Item 3. of the Declarations.

(2) Section IV., Limits of Insurance, Subparagraph 7. is deleted in its entirety and replaced by the following:

7. Any Supplementary Payments made under this policy will reduce the limits of insurance of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION

This insurance does not apply to any liability or damage assumed by any insured under any contract or agreement. This exclusion does not apply to liability for damages assumed in a contract or agreement that is an "Insured Contract."

For the purposes of this exclusion an "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to your or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
- e. An elevator maintenance agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Absolute Pollution Exclusion

Exclusion 1. of the policy is deleted in its entirety and replaced with the following:

This insurance does not apply to:

1. Pollution

a Any liability or damages arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

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

(a) Any insured; or

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

(4) At or from any premises, site or location on which any insured or any contractors or subcontractors are working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured contractor or subcontractor.

(5) At or from any premises, site or location on which any insured or any contractors or subcontractors are working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Abuse or Molestation Exclusion

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

1. The actual, alleged, or threatened abuse or molestation by anyone of any person;
2. Any actual, alleged or threatened defamation or emotional distress which arises out of any abuse or molestation of any person;
3. Any actual alleged or threatened sexual misconduct by anyone committed against any person;
4. The negligent employment, supervision, retention, investigation or reporting to the proper authorities or failure to so report of a person for whom any insured is, or ever was, legally responsible and whose conduct would be excluded by items 1. through 3. above.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Acrylamide Exclusion

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

1. Acrylamide;
2. Any product or material which contains Acrylamide; or
3. Any product or material to which Acrylamide has been applied by any party, including, but not limited to, any manufacturer, processor or distributor of such products or materials.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Aircraft Products and Grounding Exclusion

This insurance does not apply to any liability or damage arising out of any "aircraft product" or "aircraft grounding".

"Aircraft product" as used in this exclusion means:

1. Aircraft (including missiles or spacecraft) or any part or portion thereof;
2. Ground support or control equipment used in conjunction with aircraft;
3. Any article designed or manufactured for use on or in aircraft, or for use in the control, maintenance or operation of aircraft; or
4. Training aids, instructions and manuals relating to the operations, inspection, maintenance, servicing, repair, or rebuilding of aircraft, any part or portion thereof or ground support or control equipment used with any aircraft.

"Aircraft grounding" as used in this exclusion means the withdrawal from service of any aircraft or "aircraft product" because of any suspected or known defect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Architects & Engineers Professional Liability Exclusion

This insurance does not apply to any liability or damage arising out of the rendering or failure to render any professional services, by any insured or anyone working on behalf of any insured, including but not limited to:

1. a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
- b. Providing, or hiring independent professionals to provide engineering architectural or surveying services in construction work you perform.
2. Subject to paragraph 3. below, professional services include:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as a part of any related architectural or engineering activities.
3. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Athletic Participants Exclusion

This insurance does not apply to any liability or damage resulting from any injury to any person while practicing for, participating in or officiating at any sports or athletic contest or exhibition sponsored by any insured, or while in the course of travel to or from any such sports or athletic contest or exhibition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Auto No-Fault and Similar Laws Exclusion

This insurance does not apply to any liability imposed by law under any auto no-fault, uninsured or underinsured motorists or similar laws or statutes.

POLICY NUMBER:

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Contractual Liability Exclusion

This insurance does not apply to any liability or damage assumed by any insured under any contract or agreement.

POLICY NUMBER:

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Cross Suits Exclusion

This insurance does not apply to any claim or suit brought by any Named Insured against any other Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Designated Products Exclusion - Diet Drugs/Weight Management Drugs

This insurance does not apply to any liability or damage arising out of or resulting from any of the following products:

"Diet Drugs" or Weight Management Drugs of any kind, including but not limited to: A Diethylpropion, Adipost, Adipex, Anorex, Appecon, Bontril, Didrex, Fastin, Ionamin, Melfiat, Meridia, Obenix, Obezine, Oby-Cap, Obytrim, Orlistat, Panshape M, Phendiet, Phendimetrazine, Phentercol, Phentermine, Phenteride, Plegine, Prelu, Pro-Fast, Reductil, Sibutramine, Statobex, Tenuate Dospan, Teramine, Xenical, or Zantryl.

For the purposes of this exclusion, "diet drugs" means any drug designed to reduce or suppress the appetite for the purposes of promoting weight loss, whether for medical reasons or for cosmetic weight loss. "Diet Drugs" includes both ethical and non-ethical drugs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - DESIGNATED PRODUCTS
(NUTRITIONAL SUPPLEMENTS AND/OR HERBAL
PRODUCTS)**

This insurance does not apply to any liability or damage arising out of or resulting from any of the following products, or any derivative or extract of the following products, whether as the primary ingredient or in combination with any other ingredients:

1. Androstenedione;
2. Aristolochia, any form of Aristolochia plant, or any form of Aristolochic Acid (AA);
3. 2 (3H) – Furanone dihydro;
4. BD (1,4 butanediol)
5. Chaparral;
6. Chomper (digitalis lamata);
7. Chromium Picolinate;
8. Citrus Aurantium;
9. Comfrey;
10. Creatine;
11. Dehydroepiandrosterone (DHEA);
12. “Diet Drugs”;
13. Diodothyronine (3,5 diiodothyronine);
14. Ephedrine, ma huang, Chinese ephedra, ma huang extract, ephedra, ephedra sinica, ephedra extract, ephedra herb powder, epitonin, or pseudo ephedrine;
15. GBL (gamma butyrolactone);

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

16. Germander;
17. Germanium;
18. GHB (gamma hydroxy butyrate);
19. Hormone Replacement Therapy products of any kind;
20. Jin Bu Huan;
21. Kava or kava-kava;
22. Lipokinetix;
23. Lobelia;
24. Magnolia;
25. PC SPES or SPES;
26. Pregnenolone;
27. Sodium usniate;
28. Stephania;
29. Steroids or anabolic hormones;
30. Synephrine;
31. Tetrahydrogestrinone (THG);
32. Tetramethylene glycol;
33. Tiratricol (triiodothyroacetic acid, TRIAC);
34. Willow Bark;
35. Wormwood;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

36. Yilishen, Actra-Rx, Niagra Actra-Rx;

37. Yohimbe; or

38. Zinc Nasal Sprays.

For the purposes of this exclusion, “diet drugs” means any drug, herbal product, or any other substance designed to reduce or suppress the appetite for the purposes of prompting weight loss, whether for medical reasons or for cosmetic weight loss. “Diet drugs” includes both ethical and non-ethical drugs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Erroneous Delivery of Liquid or Gaseous Products Exclusion

This insurance does not apply to any liability or damage arising out of the delivery or erroneous delivery of any liquid or gas product into the wrong receptacle, or to a wrong address or the erroneous delivery of one liquid or gas product for another.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Failure To Supply Electricity Exclusion

This insurance does not apply to any liability or damage arising out of the failure to supply electricity or maintain electrical power or current.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Federal Employers Liability Act Exclusion

This insurance does not apply to any obligation or liability assumed by or imposed on any insured under the Federal Employers Liability Act (45 USC sections 51-60) or any amendments thereto or any related laws, whether or not liability for such injury or death is assumed by any insured under contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Inverse Condemnation Exclusion

This insurance does not apply to any liability or damage arising out of or in any way connected with the operation of the principals of eminent domain, condemnation proceedings, or inverse condemnation or any similar law, whether such liability accrues directly against any insured or by virtue of any contract or agreement entered into by or behalf of any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Joint Venture and Wrap-Up Exclusion

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

1. Any current or past joint venture of which any insured is a member or has an interest; or
2. Any of your prior or ongoing operations or completed operations where the prime contractor, general contractor, project manager, owner of the construction project, or you sponsor(ed) or participate(d) in a Consolidated Insurance Program (CIP) or Wrap-Up, regardless of whether or not the Consolidated Insurance Program (CIP):
 - a. Provides coverage identical to that provided by this policy
 - b. Has limits adequate to cover all claims; or
 - c. Remains in effect.

Consolidated Insurance Program (CIP) means a centralized insurance and loss control program that covers the project owner and all contractors and subcontractors. A consolidated insurance program (CIP) is commonly referred to as a wrap-up or owner controlled insurance program (OCIP).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Occupational Disease Exclusion

This insurance does not apply to any liability or damage arising out of any obligation for which any insured or any of its insurers may be held liable under a workers compensation, disability benefits, unemployment compensation, or any other similar law or Employers Liability as respects any occupational disease. This exclusion does not apply to liability of others you assume under contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Personal and Advertising Injury Exclusion

This insurance does not apply to any liability or damage arising out of "personal and advertising Injury".

For the purposes of this exclusion "personal and advertising injury" means injury, including consequential bodily injury, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- 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 leasor;
- d. Oral or written publication, in any manner, or material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.
- 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. Infringement upon another's slogan in your advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Products - Completed Operations Exclusion

This insurance does not apply to any liability or damage arising out of the "products completed operations hazard".

For the purposes of this exclusion,

1. "Products-completed operations hazard" means:

A. All liability or damage occurring away from premises you own or rent and arising out of "your products" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However your work will be deemed completed at the earliest of the following times:

- a. When all of the work called for in your contract has been completed.
- b. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- c. When that part of the work done at a job site is put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

B. Does not include any liability or damage arising out of the transportation of property, unless the liability or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by an insured; or the existence of tools, uninstalled equipment or abandoned or unused materials.

2. "Your product":

A. Means:

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

- a. You;
- b. Others trading under your name; or
- c. A person or organization whose business or assets you have acquired; and

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

B. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) "Your product" includes the providing of or failure to provide warnings or instructions.

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

3. "Your work":

A. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

B. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Professional Liability Exclusion

This insurance does not apply to any liability or damage arising out of the rendering or failure to render professional services in connection with the conduct of any of an insured's business activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Punitive or Exemplary Damages Exclusion

This insurance does not apply to fines, penalties, punitive damages, exemplary damages, treble damages or the multiplication of compensatory damages.

Rip and Tear Exclusion - Concrete Products

This insurance does not apply to any other liability or damage arising out of "ripping and tearing expenses" or "restoration expenses".

For the purpose of this exclusion, the following additional terms are defined:

1. "Ripping and tearing expenses" means the actual expenses incurred in the intentional destruction and removal of "concrete products" which are found to be "defective";
2. "Restoration expenses" means the necessary additional expenses paid to place the structure in the same functional condition existing at the time the "concrete products" were determined to be "defective";
3. "Concrete products" includes, but is not limited to cement, poured concrete, concrete block, mator, pre-stressed structural concrete or any other cement or concrete product; and
4. "Defective" means "concrete products" which do not meet the contractual specifications relating to compressive strength required for the specific construction in which such materials were incorporated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Subsidence Exclusion

This insurance does not apply to any liability or damage arising out of "subsidence".

The term "subsidence" includes, but is not limited to, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud-flow, rising, tilting, upheaval or any other movement of land or earth, including the movement of land or earth arising out of earthquake.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Total Pollution Exclusion

Exclusion 1. of the policy is deleted in its entirety, and replaced by the following:

This insurance does not apply to:

1. Pollution

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

b. Any loss cost or expense arising out of:

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

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

For the purposes of this exclusion, liability or damage includes any liability or damage arising out of or resulting from the "products-completed operations hazard".

For the purposes of this exclusion, "products-completed operations hazard" means:

a. All liability or damage occurring away from premises you own or rent and arising out your products or your work except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However your work will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

b. Does not include any liability or damage arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by an insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

USL&H Exclusion

This insurance does not apply to any liability or damage arising out of any obligation or liability assumed by or imposed on any insured under the United States Longshoremen's and Harbor Workers' Compensation act or any changes or amendments thereto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amended Pollution Exclusion (Additional Exception for Upset/Overturn of Auto)

Section III., Exclusion 1. is deleted in its entirety and replaced by the following:

This insurance does not apply to:

1. Pollution

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

(1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

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

(a) Any insured; or

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

(4) At or from any premises, site or location on which any insured or any contractors or subcontractors are working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

(5) At or from any premises, site or location on which any insured or any contractors or subcontractors are working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

c. Subparagraph 1. a. (1) does not apply to the extent that "underlying insurance" exists for, or would have existed but for the exhaustion of the limits of insurance of the "underlying insurance" for,:

(1) Injury if sustained within a building owned, rented or occupied by the insured and caused by smoke, fumes, vapors or soot caused by equipment used to heat the building; or

(2) Injury or damage arising out of heat, smoke or fumes from a "hostile fire".

d. Subparagraph 1. a. (4) does not apply to the extent that "underlying insurance" exists for, or would have existed but for the exhaustion of the limits of insurance of the "underlying insurance" for,:

(1) Injury or damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(2) Injury or damage arising out of heat, smoke or fumes from a "hostile fire".

e. Subparagraphs 1. a. (3) (a), 1.a. (3) (b), 1.a. (4) and 1.a. (5) do not apply to the extent that "underlying insurance" exists for, or would have existed but for the exhaustion of the limits of insurance of the "underlying insurance" for, occurrences that take place away from premises owned by or rented to an insured with respect to "pollutants" in or upon an auto if:

(1) The "pollutants" are upset or overturned as a result of the use of an auto; and

(2) the discharge, dispersal, seepage, migration, release or escape of "pollutants" is caused directly by such upset or overturn.

POLICY NUMBER:

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Designated Operations Exclusion

This insurance does not apply to any liability or damages arising out of the operations designated below:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exterior Insulation Finish Systems (EIFS) Exclusion

This insurance does not apply to:

A. Any liability or damage arising directly or indirectly out of:

(1) The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an "exterior insulation and finish system" (EIFS) commonly referred to as synthetic stucco or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, finishings, coatings, caulking, or sealants in connection with such system; or

(2) Any work or operations performed with respect to any exterior component, fixture, or feature of any structure if an "exterior insulation and finish system" or any substantially similar system is used in any part of that structure.

This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently, or in any sequence with the Exterior Insulation and Finish Systems (EIFS) in causing injury or damage.

B. Any loss costs or damages arising out of paragraph A. (1) and (2) above, whether such is known or unknown:

(1) which first occurred prior to the inception of this policy (or the retroactive date of this policy, if any, whichever is earlier); or

(2) which are, or alleged to be, in the process of occurring as of the inception date of this policy (or the retroactive date of this policy, if any, whichever is earlier).

C. Any loss costs or damages arising out of or related to any damage or injury, whether known or unknown, which are in the process of settlement, adjustment or suit as of the inception date of this policy (or the retroactive date of this policy, if any, whichever is earlier).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For the purpose of this exclusion, an "exterior insulation and finish system" means an exterior cladding or finish system used on any part of any structure, and consisting of any or all of the following:

- a) a rigid or semi-rigid insulation board made of expanded polystyrene or other materials,
- b) the adhesive and or mechanical fasteners used to attach the insulation board to the substrate,
- c) a reinforced base coat, or
- d) a finish coat providing surface texture and color.
- e) any flashing, caulking or sealant used with the system for any purpose.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Transmissible Spongiform Encephalopathy (TSE) Exclusion

This insurance does not apply to any liability or damages arising directly or indirectly, in whole or in part, out of any form of Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE), Chronic Wasting Disease (CWD), Creutzfeldt-Jakob Disease (CJD), New Variant Creutzfeldt-Jakob Disease (nv-CJD), Scrapie, or Transmissible Mink Encephalopathy, regardless of any other cause, event, material, or product that contributed concurrently or in any sequence.

Transmissible Spongiform Encephalopathy (TSE) includes but is not limited to any injury, damage, loss, cost or expense which is related to, contributed to, caused by, accelerated by, or results from any form of Transmissible Spongiform Encephalopathy (TSE), or any supervision, instruction, recommendation, warning, or advice given or which should have been given in connection therewith.

POLICY NUMBER:

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Designated Products Exclusion

This insurance does not apply to any liability or damage arising out of or resulting from the following products:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR KNOWN OR REPORTED LOSS OR CONDITION EXCLUSION

This insurance does not apply to any liability or damages resulting from, directly or indirectly, based upon, arising out of, in consequence of, or in any way related to or involving any fact, circumstance, situation, transaction, or event of which, as of the inception date of this policy, any insured had knowledge of or had reason to suppose might give rise to any loss, demand, claim, suit, injury, or damage which would fall within the scope of insurance afforded by this policy.

Loss, demand, claim, suit, injury, or damage will be deemed to be known to any insured when any insured, any insured's Risk Manager, or any other employee authorized by any insured to receive notice of any loss, demand, claim, suit, injury, or damage, has performed or experienced any of the following:

- (1) Reported all, or any part, of any loss, injury, or damage to us, any other insurer or any third party administrator of any kind; or
- (2) Received a written or verbal notice, demand, claim, or suit for damages because of any loss, injury, or damage; or
- (3) Becomes aware by any other means that loss, injury, or damage has occurred or has begun to occur.

Further, this insurance does not apply to any liability or damages resulting from, directly or indirectly, based upon, arising out of, in consequence of, or in any way related to any dangerous condition, defect, or deficiency in any of your premises, your products or your work which is known to any insured, or any employee of any insured, prior to the inception date of this policy.

Dangerous condition, defect, or deficiency in any of your premises, your products or your work will be deemed known to any insured when any insured, or any employee of any insured, has performed or experienced any of the following:

- (1) Received a written or verbal notice or complaint that any such dangerous condition, defect, or deficiency in any of your premises, your products or your work exists; or
- (2) Becomes aware by any other means that such dangerous condition, defect, or deficiency in any of your premises, your products or your work exists or has begun to exist.

POLICY NUMBER:

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For the purposes of this exclusion, your premises includes any premises that you own, rent, lease, occupy, or are otherwise legally responsible for.

If this policy is a renewal of another policy issued to any insured by the same insurer, the references in this exclusion to the inception date of this policy will be deemed to refer instead to the inception date under the first policy under which the insurer provided the insured with coverage renewed by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Residential Construction Exclusion

This insurance does not apply to any liability or damages arising out of, related to, or in any way associated with "residential" construction.

For the purposes of this exclusion, "residential" construction includes site development, land grading, foundation construction, mixing and/or pouring of concrete, fence installation, masonry work, retaining wall construction, landscaping, tree removal, sewer construction, septic tank installation, water pipeline construction, electrical conduit installation, telephone and/or television conduit installation, street and road construction, driveway construction, and the construction of curbs, gutters, drains, drainage systems and sidewalks related to or associated with any "residential" construction.

"Residential" means single family dwellings, tract homes, semi-custom homes, custom homes, duplexes, flats, lofts, condominiums, townhomes, apartments, military housing, master planned residential subdivisions, master planned residential communities, dormitories, or any building or structure converted from apartments to condominiums, regardless of when such conversion took place.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Discrimination Exclusion

This insurance does not apply to any liability or damage arising out discrimination of any kind.

Discrimination includes but is not limited to discrimination on the basis of race, creed, color, sex, age, disability, national origin, sexual orientation, sexual preference, marital status, potential terrorist threat, or any other discrimination prohibited by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

New Residential Construction Exclusion

This insurance does not apply to any liability or damages arising out of, related to, or in any way associated with new "residential" construction.

For the purposes of this exclusion, "residential" construction includes site development, land grading, foundation construction, mixing and/or pouring of concrete, fence installation, masonry work, retaining wall construction, landscaping, tree removal, sewer construction, septic tank installation, water pipeline construction, electrical conduit installation, telephone and/or television conduit installation, street and road construction, driveway construction, and the construction of curbs, gutters, drains, drainage systems and sidewalks related to or associated with any "residential" construction.

"Residential" means single family dwellings, tract homes, semi-custom homes, custom homes, duplexes, flats, lofts, condominiums, townhomes, apartments, military housing, master planned residential subdivisions, master planned residential communities, dormitories, or any building or structure converted from apartments to condominiums, regardless of when such conversion took place.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Designated Entity (ies) Exclusion

This insurance does not apply to any liability or damages arising out of the entity(ies) designated below:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Designated Premises Exclusion

This insurance does not apply to any other liability or damage arising out of:

1. The ownership, maintenance, operation, or use of the premises designed in the schedule below or any property located on those premises;
2. Operations on the designated premises or elsewhere which are necessary or incidental to the ownership, maintenance, operation, or use of those premises; or
3. Goods or products manufactured at or distributed from the designated premises.

Schedule of Designated Premises:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Residential Construction Exclusion (Exception for Apartments and Military Housing)

This insurance does not apply to any liability or damages arising out of, related to, or in any way associated with "residential" construction.

For the purposes of this exclusion, "residential" construction includes site development, land grading, foundation construction, mixing and/or pouring of concrete, fence installation, masonry work, retaining wall construction, landscaping, tree removal, sewer construction, septic tank installation, water pipeline construction, electrical conduit installation, telephone and/or television conduit installation, street and road construction, driveway construction, and the construction of curbs, gutters, drains, drainage systems and sidewalks related to or associated with any "residential" construction.

"Residential" means single family dwellings, tract homes, semi-custom homes, custom homes, duplexes, flats, lofts, condominiums, townhomes, master planned residential subdivisions, master planned residential communities, dormitories, or any building or structure converted from "apartments" to condominiums, regardless of when such conversion took place. "Residential" does not include the construction of "apartments" or multi-family military housing.

"Apartments" means a residential building or structure containing four or more rooms or suites of rooms, with common ownership, designed as separate residences to be occupied exclusively by lessees or renters. "Apartments" does not include any building or structure converted from "apartments" to condominiums, regardless of when such conversion took place.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

New Residential Construction Exclusion (Exception for Apartments and Military Housing)

This insurance does not apply to any liability or damages arising out of, related to, or in any way associated with new "residential" construction.

For the purposes of this exclusion, "residential" construction includes site development, land grading, foundation construction, mixing and/or pouring of concrete, fence installation, masonry work, retaining wall construction, landscaping, tree removal, sewer construction, septic tank installation, water pipeline construction, electrical conduit installation, telephone and/or television conduit installation, street and road construction, driveway construction, and the construction of curbs, gutters, drains, drainage systems and sidewalks related to or associated with any "residential" construction.

"Residential" means single family dwellings, tract homes, semi-custom homes, custom homes, duplexes, flats, lofts, condominiums, townhomes, master planned residential subdivisions, master planned residential communities, dormitories, or any building or structure converted from "apartments" to condominiums, regardless of when such conversion took place. "Residential" does not include the construction of "apartments" or multi-family military housing.

"Apartments" means a residential building or structure containing four or more rooms or suites of rooms, with common ownership, designed as separate residences to be occupied exclusively by lessees or renters. "Apartments" does not include any building or structure converted from "apartments" to condominiums, regardless of when such conversion took place.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion - Designated Products (Ephedrine)

This insurance does not apply to any liability or damage arising out of or resulting from any of the following products, or any derivative or extract of the following products, whether as the primary ingredient or in combination with any other ingredients:

Ephedrine, ma huang, Chinese ephedra, ma huang extract, ephedra, ephedra sinica, ephedra extract, ephedra herb powder, epitonin, or pseudo ephedrine.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion - Designated Products (Pharmaceutical Products)

This insurance does not apply to any liability or damage arising out of or resulting from any of the following products, or any derivative or extract of the following products, whether as the primary ingredient or in combination with any other ingredients:

1. Accutane;
2. Birth Control Drugs or Devices;
3. COX-2 Inhibitors including Vioxx, Celebrex, and Bextra or any other rofecoxib, celecoxib, or valecoxib product;
4. Dienestrol;
5. Diethylstilbestrol (DES);
6. "Diet Drugs" including but not limited to: A Diethylpropion, Adipost, Adixpex, Anorex, Appecon, Bontril, Didrex, Fastin, Ionamin, Melfiat, Meridia, Obenix, Obezine, Oby-Cap, Obytrim, Orlistat, Panshape M, Phendiet, Phendimetrazine, Phentercol, Phenteride, Plegine, Prelu, Pro-Fast, Reductil, Sibutramine, Statobex, Tenuate Dospan, Teramine, Xenical, or Zantryl;
7. Ephedrine, ma huang, Chinese ephedra, ma huang extract, ephedra, ephedra sinica, ephedra extract, ephedra herb powder, ephedron, or pseudo ephedrine;
8. Hormone Replacement Therapy products of any kind;
9. L-Tryptophan
10. Latex Products;
11. Naproxen;
12. Nefazadone;
13. OxyContin, M-Oxy, Oxyir, Percolone, Roxidone, or Oxycodone;
14. Phen-Fen, Phentermine, Phentermine Hydrochloride, Fenfluramine, Dexfenfluramine;
15. Phenylpropanolamine (PPA);
16. Pondimin;

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17. Redux;
18. Silicone;
19. Spinal Devices, Spinal Implants;
20. Thalidomide;
21. Thimerosol;
22. Vaccines of any kind;
23. Zinc Nasal Sprays;
24. Your products which are subject to approval by the United States Food and Drug Administration (FDA), or would be subject to such approval if sold or distributed in the United States, and:
 - a. Which have not been so approved prior to sale or distribution;
 - b. For which the FDA has issued notice in writing that approved applications are required, which notice has not been challenged by the insured; or
 - c. For which the FDA has been issued notice in writing that approved applications are required and that there is a reasonable probability that the use of the product will cause serious adverse health consequences or death;
25. Your products which are used in violation of any law, statute or regulation promulgated in the United States at the express or implied direction of the insured.

Provision 25. of this exclusion does not apply to your products:

- a. That have not been so approved prior to such sale or distribution, but have been listed with the FDA under 21 C.F.R. part 207 and for which the FDA has not issued notice in writing that approved applications are required, or for which the FDA has issued notice in writing that approved applications are required, which notice has been challenged by the insured;

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- b. That have been manufactured solely for use in human clinical trials conducted in compliance with the Code of Federal Regulations, including, when necessary, the filing with the FDA of a Notice of Claimed Exemption for a New Drug on Form FD 1571; or
- c. That are to be or are exported from the United States under either an approved application or an export authorization issued under 21 U.S.C. 382.

Further, no person or organization is an insured under this insurance with respect to the conduct of any current or past partnership or joint venture which is not specifically designated and listed as a Named Insured in the "first underlying insurance".

For the purposes of this exclusion, "diet drugs" means any drug designed to reduce or suppress the appetite for the purposes of prompting weight loss, whether for medical reasons or for cosmetic weight loss. "Diet drugs" includes both ethical and non-ethical drugs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Exclusion - Infringement of Copyright, Patent, Trade Secret
or Trademark**

This insurance does not apply to any liability or damage arising out of the infringement of copyright, patent, trade secret, trade dress, trademark, slogan or any other intellectual property rights.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY EXCLUSION

This insurance does not apply to any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product;"
- b. "Your work;" or
- c. "Impaired property;"

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

For the purpose of this exclusion, the following additional terms are defined:

1. "Your product:"
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) "Your product" includes the providing of or failure to provide warnings or instructions.
 - (3) Does not include vending machines or other property rented to or located for the use of others but not sold.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

2. "Your work:"

a. Means:

- (1) Work or operations performed by you or on your behalf: and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work:" and
- (2) The providing of or failure to provide warnings or instructions.
- (3) "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement:

If such property can be restored to use by the repair, the replacement, the adjustment or the removal of "your product", "your work", or your fulfillment of the terms of the contract or agreement.

POLICY NUMBER:

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PROFESSIONAL SERVICES EXCLUSION

This insurance does not apply to any liability or damage arising out of the rendering or failure to render the professional services designated below:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD EXCLUSION

This insurance does not apply to any liability or damage arising directly or indirectly out of:

1. The actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of lead or products or materials containing lead regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage;
2. Any loss, cost, or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of lead by any insured or by any other person or entity;
3. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connections with 1. and 2. above; or
4. Any obligation to share damages with or repay someone else who must pay lead damages because of lead or products or materials containing lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESIDENTIAL CONSTRUCTION EXCLUSION – PRODUCTS-COMPLETED OPERATIONS HAZARD

This insurance does not apply to any liability arising out of the “products-completed operations hazard” resulting from “your work”, related to, or in any way associated with “residential” construction.

For the purposes of this exclusion, “residential” construction includes site development, land grading, foundation construction, mixing and/or pouring of concrete, fence installation, masonry work, retaining wall construction, landscaping, tree removal, sewer construction, septic tank installation, water pipeline construction, electrical conduit installation, telephone and/or television conduit installation, street and road construction, driveway construction, and the construction of curbs, gutters, drains, drainage systems and sidewalks related to or associated with any “residential” construction.

For the purposes of this exclusion, the following addition terms are defined:

1. “Residential” means single family dwellings, tract homes, semi-custom homes, custom homes, duplexes, flats, lofts, condominiums, townhomes, apartments, military housing, master planned residential subdivisions, master planned residential communities, dormitories, or any building or structure converted from apartments to condominiums, regardless of when such conversion took place.
2. "Products-completed operations hazard" means:
 - a. Includes all liability occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

b. Does not include liability arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

3. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) "Your product" includes the providing of or failure to provide warnings or instructions.

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

4. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Maritime Employers Liability Exclusion

This insurance does not apply to any liability or damage:

1. For any injury sustained by a master or any member of the crew of any watercraft or vessel whether or not liability for such injury is assumed by any insured under contract or agreement; or
2. For any obligation for which any insured may be held liable under then Jones Act, Death on the High Seas Act or any amendments thereto or any similar law.

BUNGEE JUMPING EXCLUSION

This insurance does not apply to any liability or damage arising out of bungee jumping, any similar recreational or sports activity, or any practice or preparation for any such activity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Employment-Related Practices Exclusion

This insurance does not apply to any liability or damages arising out of:

- a. (1) Refusal to employ any person;
(2) Termination of any person's employment; or
(3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at any person; or
- b. Any injury to the spouse, child, parent, brother, sister or any other relation to that person at whom any the employment-related practices described in Paragraphs (1), (2), or (3) above is directed.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Directors and Officers Liability Exclusion

This insurance does not apply to any liability or damage arising out of any "wrongful act" of any director or officer of any insured in the discharge or performance of their duties as such.

For the purposes of this exclusion, "wrongful act" means any actual or alleged error, misstatement, act, omission, neglect, or breach of duty by the directors or officers in the discharge of their duties, individually or collectively, or any matter asserted against them solely by reason of their being directors or officers.

POLICY NUMBER:

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ON-HOOK LIABILITY EXCLUSION

This insurance does not apply to any liability or damage arising directly or indirectly to personal property of others in the care, custody or control of any insured while being raised, lowered or moved by the use of any type of mechanical equipment owned by, operated by, rented to or leased to any insured.

POLICY NUMBER:

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAILURE TO SUPPLY PETROLEUM PRODUCTS EXCLUSION

This insurance does not apply to any liability or damage arising out of the failure to supply gasoline, oil, diesel fuel, kerosene, or any other petroleum products.

POLICY NUMBER:

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Real & Personal Property Exclusion

This insurance does not apply to any liability for damage to:

1. Property you own, rent, occupy, or transport
2. Property loaned to you or in your care, custody, or control for any reason; or
3. Property you sell, give away, or abandon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA EXCLUSION

This insurance does not apply to any actual, alleged or threatened past, present or future claims for any liability or damage related to or arising in whole or in part, either directly or indirectly, out of the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, inhalation of, ingestion of, contact with, existence of, testing for or failure to disclose the presence of, failure to warn or advise of silica, products containing silica, or products designed or used to protect from the inhalation, ingestion, contact with or any other exposure to silica, whether or not the silica is or was at any time air-borne as a fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to 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 or related to any:

- (1) Clean up or removal of silica or products and materials containing silica;
- (2) Such actions as may be necessary to monitor, assess and evaluate the release or threat of same, of silica or products and material containing silica;
- (3) Disposal of silica substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- (4) Compliance with any law or regulation regarding silica;
- (5) Existence, storage, handling or transportation of silica;
- (6) Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given; or
- (7) Any obligation to share damages with or repay someone else who must pay damages because of silica.

It is further agreed that for any claim made or suit brought which is excluded under the terms of this endorsement, the Company shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, attorney fees or adjustment arising out of such claims.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL MALPRACTICE EXCLUSION

This insurance does not apply to any liability or damage arising out of the rendering or failure to render any of the following professional services:

1. Medical, surgical, chiropractic, osteopathic, dental, x-ray or nursing service, treatment, advice or instruction or the related furnishing of food or beverages;
2. Furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances
3. Handling of or treatment of dead bodies, including autopsies, organ donation or other procedures; or
4. Service by any person as a member of a formal accreditation or similar professional board or committee of the insured or any other entity, or as a person charged with the duty of executing directives of any such board or committee.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS,
FAX, OR PHONE CALLS**

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

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
3. Any statute, ordinance, or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating, or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ARKANSAS CHANGES

Paragraph 2 of section V., Conditions is deleted in its entirety and replaced by the following:

2. Cancellation:

a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. We will refund the pro rata unearned premium if the policy is:

(1) Cancelled by us at our request;

(2) Cancelled but rewritten with us or in our company group;

(3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or

(4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

b. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in b. (2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

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

d. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

(4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

(5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

(6) A material violation of a material provision of the policy.

e. If we cancel for:

(7) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.

(8) Any other reason, we will mail or deliver notice of cancellation to the first Names Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

f. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:

(1) Its expiration date; or

(2) Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

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

g. We will mail our notice to the first Named Insured's mail address last known to us. If notice is mailed proof of mailing will be sufficient proof of notice.

Paragraph 15. of Section V. Conditions is deleted in its entirety and replaced by the following:

15. Transfer of Rights of Recovery Against others to us:

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

If the insured has rights to recover all or part of any payment we have made under this policy, those right 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 right to us to help us enforce them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

When any underlying insurance applies on a claims-made basis, Section **VII. EXTENDED REPORTING PERIOD OPTION**, subparagraph 5. will also apply on a claims made basis. Subparagraph 5 is deleted in its entirety and replaced by the following:

5. A Supplemental Extended Reporting Period of up to three (3) years duration is available, but only by endorsement to this policy and for an additional premium charge. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Subparagraph VII.4. above, ends. You must provide us with a written request for the Supplemental Extended Reporting Period within sixty (60) days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. The additional premium for the Supplemental Extended Reporting Period will be due within sixty (60) days after the end of the policy period. If the additional premium for the Supplemental Extended Reporting Period is not paid promptly when due, the Supplemental Extended Reporting Period will be cancelled flat.

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 exposures insured;
- (b) Previous types and amounts of insurance;
- (c) Limits of insurance available under the policy for future payment of damages; and
- (d) Any other factors deemed by us to be related to the additional premium charge.

The additional premium for the Supplemental Extended Reporting Period will not exceed 200% of the total annual premium for this policy. The additional premium for the Supplemental Extended Reporting Period will be fully earned when the endorsement takes effect.

This endorsement shall define the terms applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first made during such period is excess over any other valid insurance available under policies in force after the Supplemental Extended Reporting Period takes effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

When **Amendment of Supplemental Extended Reporting Period** endorsement is attached to the policy and any underlying insurance applies on a claims-made basis, this endorsement will also apply on a claims made basis. Section VII. EXTENDED REPORTING PERIOD OPTION, subparagraph 5. and subparagraph 6. are deleted in its entirety and replaced by the following:

5. A Supplemental Extended Reporting Period of up to _____ (s) duration is available, but only by endorsement to this policy and for an additional premium charge. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Subparagraph VII.4. above, ends.

You must provide us with a written request for the Supplemental Extended Reporting Period within sixty (60) days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. The additional premium for the Supplemental Extended Reporting Period will be due within sixty (60) days after the end of the policy period. If the additional premium for the Supplemental Extended Reporting Period is not paid promptly when due, the Supplemental Extended Reporting Period will be cancelled flat.

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 exposures insured;
- (b) Previous types and amounts of insurance;
- (c) Limits of insurance available under the policy for future payment of damages; and
- (d) Any other factors deemed by us to be related to the additional premium charge.

The additional premium for the Supplemental Extended Reporting Period will not exceed _____% of the total annual premium for this policy. The additional premium for the Supplemental Extended Reporting Period will be fully earned when the endorsement takes effect.

This endorsement shall define the terms, not consistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first made during such period is excess over any other valid insurance available under policies in force after the Supplemental Extended Reporting Period takes effect.

6. The policy general aggregate limit of liability for the optional Extended Reporting Period shall be no less than the greater of the amount of coverage remaining in the expiring policy aggregate of fifty percent (50%) of the aggregate at policy inception.

SERFF Tracking Number: REGU-125243639 State: Arkansas
Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-025805
Company Tracking Number: AXIS-AR-EX-07 F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Axis Commercial Umbrella/Excess Liability
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125243639 State: Arkansas
Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-025805
Company Tracking Number: AXIS-AR-EX-07 F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Axis Commercial Umbrella/Excess Liability
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 02/20/2008
Comments:
Attachment:
2007 Excess Liability AIC Filing Explanatory Memorandum.pdf

Satisfied -Name: Filing Authorization **Review Status:** Approved 02/20/2008
Comments:
Attachment:
Authorization Letter _IRC_ Umb-Ex 071607 AIC.pdf

Satisfied -Name: Response Letter **Review Status:** Approved 02/20/2008
Comments:
Attachment:
AR - F Response.pdf

Satisfied -Name: Arkansas Changes - Comparison **Review Status:** Approved 02/20/2008
Comments:
Attachment:
XLG-6003-02-08 ARKANSAS Compare1.pdf

AXIS INSURANCE COMPANY

EXPLANATORY MEMORANDUM

EXCESS LIABILITY PRODUCT FORMS, RATES, AND RULES

With this filing, AXIS Insurance Company is submitting independent forms, rates and rules for the captioned product. This is a new product for AXIS Insurance Company and no excess liability risks are currently written by the company.

The Excess Liability product provides excess of loss coverage policies which, unless endorsed otherwise, follow the coverage and provisions of the applicable primary policy. Excess Liability will be offered only to commercial insureds and may be written excess of a single primary policy, multiple primary policies, or other excess policies.

The filing contains the policy form, declarations, and endorsements that will be used. The enclosed rating plan explains the manner in which risks will be rated. Since there are no current policyholders for AXIS Insurance Company, there is no rate impact associated with this filing.



July 16, 2007

LETTER OF FILING AUTHORIZATION

I, Duane Manns CPCU, AU, am a duly authorized Filing and Regulatory Manager of AXIS Insurance Company. This letter authorizes Insurance Regulatory Consultants, LLC (IRC) to file on behalf of AXIS Insurance Company our Umbrella/Excess Liability program. This authorization extends to all correspondence and inquiries in connection with the Umbrella/Excess Liability filing.

Please direct all correspondence regarding this Program to:

Insurance Regulatory Consultants, LLC (IRC)
50 Broad Street, Suite 501
New York, NY 10004

AXIS Insurance Company

Duane Manns CPCU, AU

Name

Filing and Regulatory Manager

Title

A handwritten signature in blue ink that reads "Duane Manns". The signature is written in a cursive, flowing style.

Signature

filing on behalf of **AXIS INSURANCE COMPANY**

February 15, 2008

Submitted via SERFF

Edith Roberts
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201

Please be advised that Insurance Regulatory Consultants (IRC) has been appointed to submit this filing on behalf of **AXIS Insurance Company**.

**Re: AXIS Insurance Company - NAIC# 3416-37273; FEIN # 39-1338397
Commercial Umbrella/Excess Liability
Forms
Company Filing ID Number: AXIS-AR-EX-07 F
Proposed Effective Date: Upon Approval
State of Arkansas**

Dear Ms. Roberts:

This will confirm receipt of your inquiry dated September 5, 2007 regarding the captioned filing. After review of your questions, AXIS Insurance Company has the following response:

Please refer to Form XLP-002 11-06, page 14 and 15, Section VII 5. You must allow 60 days rather than 30 days to both request and pay for the optional Extended Reporting Period. Also, Form XLE-5015-04-03 must be amended according and also, with reference to Section 6 of this form, the limit of liability for the Supplemental ERP must be the greater of the limit remaining of the expiring policy aggregate or reinstated to 50%. Please refer to AR Code Anno. 23-79-306 (1-6).

Please see the attached revised Arkansas Changes XLG-6002 02-08. We have included a comparison of the changes for the department's review. The revision to the "Arkansas Changes" form is in response to the department's inquiry regarding XLP-002 11 and XLE-5015.

Form XLE-5029-05-04 may apply only when attaching to coverages that exempt from the defense outside the limit requirement of AR Code Anno. 23-79-307 (5) (A). Please confirm compliance.

We follow the underlying coverage in this regard and will attach this endorsement ONLY when these provisions appear in the underlying coverage.

With reference to XLX-4025-04-03, will this coverage be excess to commercial auto liability? If so, we cannot approve this form if release or escape of pollutants if caused by upset or overturn. Please advise and explain the reason for this exclusion.

This endorsement is used when providing coverage over underlying auto liability policies. The endorsement excludes coverage for pollution EXCEPT when the pollution is caused by upset or overturn of an auto, when coverage is provided.

Should you need any additional information or have any questions, please do not hesitate to contact me at the numbers or e-mail address listed below.

Sincerely,



Jason Graciolett - Insurance Regulatory Consultants, LLC
(212) 571-3989 (phone); (212) 571-2502 (fax)
jasongraciolett@ircllc.com
filing on behalf of **AXIS INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ARKANSAS CHANGES

Paragraph 2 of section V., Conditions is deleted in its entirety and replaced by the following:

2. Cancellation:

a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. We will refund the pro rata unearned premium if the policy is:

(1) Cancelled by us at our request;

(2) Cancelled but rewritten with us or in our company group;

(3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or

(4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

b. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in b. (2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

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

d. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

(4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;

Deleted: 11-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

(5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

(6) A material violation of a material provision of the policy.

e. If we cancel for:

(7) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.

(8) Any other reason, we will mail or deliver notice of cancellation to the first Names Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

f. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:

(1) Its expiration date; or

(2) Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

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

g. We will mail our notice to the first Named Insured's mail address last known to us. If notice is mailed proof of mailing will be sufficient proof of notice.

Paragraph 15. of Section V. Conditions is deleted in its entirety and replaced by the following:

15. Transfer of Rights of Recovery Against others to us:

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

If the insured has rights to recover all or part of any payment we have made under this policy, those right 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 right to us to help us enforce them.

Deleted: 11-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

When any underlying insurance applies on a claims-made basis, Section VII, EXTENDED REPORTING PERIOD OPTION, subparagraph 5. will also apply on a claims made basis. Subparagraph 5 is deleted in it's entirety and replaced by the following:

5. A Supplemental Extended Reporting Period of up to three (3) years duration is available, but only by endorsement to this policy and for an additional premium charge. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Subparagraph VII.4. above, ends. You must provide us with a written request for the Supplemental Extended Reporting Period within sixty (60) days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. The additional premium for the Supplemental Extended Reporting Period will be due within sixty (60) days after the end of the policy period. If the additional premium for the Supplemental Extended Reporting Period is not paid promptly when due, the Supplemental Extended Reporting Period will be cancelled flat.

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 exposures insured;
- (b) Previous types and amounts of insurance;
- (c) Limits of insurance available under the policy for future payment of damages; and
- (d) Any other factors deemed by us to be related to the additional premium charge.

The additional premium for the Supplemental Extended Reporting Period will not exceed 200% of the total annual premium for this policy. The additional premium for the Supplemental Extended Reporting Period will be fully earned when the endorsement takes effect.

This endorsement shall define the terms applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first made during such period is excess over any other valid insurance available under policies in force after the Supplemental Extended Reporting Period takes effect.

Deleted: 11-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

When **Amendment of Supplemental Extended Reporting Period** endorsement is attached to the policy and any underlying insurance applies on a claims-made basis, this endorsement will also apply on a claims made basis. Section VII. EXTENDED REPORTING PERIOD OPTION, subparagraph 5. and subparagraph 6. are deleted in its entirety and replaced by the following:

5. A Supplemental Extended Reporting Period of up to _____ (s) duration is available, but only by endorsement to this policy and for an additional premium charge. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Subparagraph VII.4. above, ends.

You must provide us with a written request for the Supplemental Extended Reporting Period within sixty (60) days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. The additional premium for the Supplemental Extended Reporting Period will be due within sixty (60) days after the end of the policy period. If the additional premium for the Supplemental Extended Reporting Period is not paid promptly when due, the Supplemental Extended Reporting Period will be cancelled flat.

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 exposures insured;
- (b) Previous types and amounts of insurance;
- (c) Limits of insurance available under the policy for future payment of damages; and
- (d) Any other factors deemed by us to be related the additional premium charge.

The additional premium for the Supplemental Extended Reporting Period will not exceed _____ % of the total annual premium for this policy. The additional premium for the Supplemental Extended Reporting Period will be fully earned when the endorsement takes effect.

This endorsement shall define the terms, not consistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first made during such period is excess over any other valid insurance available under policies in force after the Supplemental Extended Reporting Period takes effect.

6. The policy general aggregate limit of liability for the optional Extended Reporting Period shall be no less than the greater of the amount of coverage remaining in the expiring policy aggregate of fifty percent (50%) of the aggregate at policy inception.

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 Asian text, Don't adjust space
 between Asian text and numbers,
 Tabs: 0.25", List tab + Not at 2"

Deleted: 11-06

SERFF Tracking Number: REGU-125243639 State: Arkansas
 Filing Company: Axis Insurance Company State Tracking Number: AR-PC-07-025805
 Company Tracking Number: AXIS-AR-EX-07 F
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
 Product Name: Axis Commercial Umbrella/Excess Liability
 Project Name/Number: /

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Arkansas Changes	08/15/2007	XLG-6003-11-06 ARKANSAS.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ARKANSAS CHANGES

Paragraph 2 of section V., Conditions is deleted in its entirety and replaced by the following:

2. Cancellation:

a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. We will refund the pro rata unearned premium if the policy is:

(1) Cancelled by us at our request;

(2) Cancelled but rewritten with us or in our company group;

(3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or

(4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

b. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in b. (2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

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

d. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

(4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

(5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

(6) A material violation of a material provision of the policy.

e. If we cancel for:

(7) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.

(8) Any other reason, we will mail or deliver notice of cancellation to the first Names Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

f. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:

(1) Its expiration date; or

(2) Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

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

g. We will mail our notice to the first Named Insured's mail address last known to us. If notice is mailed proof of mailing will be sufficient proof of notice.

Paragraph 15. of Section V. Conditions is deleted in its entirety and replaced by the following:

15. Transfer of Rights of Recovery Against others to us:

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

If the insured has rights to recover all or part of any payment we have made under this policy, those right 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 right to us to help us enforce them.