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*Speak directly with a claim professional  
24 hours a day, 365 days a year*

\*Unless Your Policy Requires **Written** Notice or Reporting

## **TECHNOLOGY OFFICE PAC**

**SOFTWARE DEVELOPMENT AND PROGRAMMING SERVICES**



**A Custom Insurance Policy Prepared for:**

**EASYVISTA INC.  
C/O KIM SCHWARTZ  
P.O. BOX 1260  
LA QUINTA CA 92247**

**Presented by: BROOKS GROUP INS AGENCY**

**RENEWAL CERTIFICATE**

**COMMON POLICY DECLARATIONS**  
 TECH OFFICE PAC  
 BUSINESS: SOFTWARE DEVELO

**POLICY NO.:** 680-1B982667-22-42  
**ISSUE DATE:** 11/17/2021

**INSURING COMPANY:**  
 TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

**1. NAMED INSURED AND MAILING ADDRESS:**

EASYVISTA INC.  
 C/O KIM SCHWARTZ  
 P.O. BOX 1260  
 LA QUINTA CA 92247

**2. POLICY PERIOD:** From 01/01/2022 to 01/01/2023 12:01 A.M. Standard Time at your mailing address.

**3. LOCATIONS:**

<b>PREM. NO.</b>	<b>BLDG. NO.</b>	<b>OCCUPANCY</b>	<b>ADDRESS</b> (same as Mailing Address unless specified otherwise)
001	001	SOFTWARE DEVELO	3 COLUMBUS CIR FL 15TH NEW YORK NY 10019

**4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES**

COVERAGE PARTS AND SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	ACJ

**5.** The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

**6. SUPPLEMENTAL POLICIES:** Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
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DIRECT BILL

**7. PREMIUM SUMMARY:**

Provisional Premium	\$	1,134.01
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

BROOKS GROUP INS AGENCY PA411  
 70 BRIDGE PLAZA DR

MANALAPAN NJ 07726

COUNTERSIGNED BY:

\_\_\_\_\_  
 Authorized Representative

DATE: 11/17/2021



**BUSINESSOWNERS COVERAGE PART DECLARATIONS**

TECH OFFICE PAC

POLICY NO.: 680-1B982667-22-42

ISSUE DATE: 11/17/2021

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

POLICY PERIOD:

From 01-01-22 to 01-01-23 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: CORPORATION

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

**COMMERCIAL GENERAL LIABILITY COVERAGE**

OCCURRENCE FORM	LIMITS OF INSURANCE
General Aggregate (except Products-Completed Operations Limit)	\$ 4,000,000
Products-completed Operations Aggregate Limit	\$ 4,000,000
Personal and Advertising Injury Limit	\$ 2,000,000
Each Occurrence Limit	\$ 2,000,000
Damage to Premises Rented to You	\$ 300,000
Medical Payments Limit (any one person)	\$ 5,000

**BUSINESSOWNERS PROPERTY COVERAGE**

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 1,000 per occurrence.  
 Building Glass: \$ 1,000 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: 72 Hours

ADDITIONAL COVERAGE:

Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 001

BUILDING NO.: 001

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUSINESS PERSONAL PROPERTY \$ *Replacement Cost	34,559	RC*	N/A	0.0%

COVERAGE EXTENSIONS:

Accounts Receivable	\$ 275,000
Valuable Papers	\$ 125,000

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.



TAXES AND SURCHARGES  
TECH OFFICE PAC

PAC

POLICY NO.: 680-1B982667-22-42  
EFFECTIVE DATE: 01/01/2022  
ISSUE DATE: 11/17/2021

DESCRIPTION:	AMOUNT
NEW YORK FIRE INSURANCE FEE	\$ 5.01

OFFICE: MORRISPLN/S JERS 120  
PRODUCER NAME: BROOKS GROUP INS AGENCY

PA411

POLICY NUMBER: 680-1B982667-22-42

EFFECTIVE DATE: 01/01/2022

ISSUE DATE: 11/17/2021

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS  
BY LINE OF BUSINESS

\* IL T0 25 08 01 RENEWAL CERTIFICATE  
\* MP T0 01 02 05 BUSINESSOWNERS COVERAGE PART DECLARATIONS  
\* IL T8 01 01 01 FORMS ENDORSEMENTS AND SCHEDULE NUMBERS  
IL T3 15 09 07 COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP T1 30 02 05 TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART -  
DELUXE PLAN  
MP T1 02 02 05 BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM  
MP T5 30 11 12 FUNGUS WET ROT AND DRY ROT CHANGES - NEW YORK  
MP T9 97 10 12 AMENDATORY PROVISIONS - TECHNOLOGY OFFICE ENHANCEMENTS  
\* MP T3 06 02 07 SEWER OR DRAIN BACK UP EXTENSION  
\* MP T3 07 03 97 PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED  
LOCATIONS AND RESTAURANTS  
MP T3 25 01 21 FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE  
\* MP T3 35 02 05 INTERRUPTION OF COMPUTER OPERATIONS - INCREASED LIMIT  
MP T3 50 11 06 EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION  
MP T3 56 02 08 AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS  
PERSONAL PROP COV ENHANCEMENTS  
\* MP T3 21 03 06 DENIAL OF SERVICE ATTACK - TIME ELEMENT ENDORSEMENT  
MP T5 45 01 18 NEW YORK CHANGES

COMMERCIAL GENERAL LIABILITY

CG T0 34 02 19 TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY  
COVERAGE FORM CG T1 00 02 19  
CG T1 00 02 19 COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
CG D3 09 02 19 AMENDATORY ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS  
HAZARD  
CG D4 36 02 19 AMDT COV B-DEL MEDIA & E-CHATROOMS EXCLS  
\* CG D2 47 04 19 SCHED AI W/COMP OPS IF REQ BY CONTRACT  
\* CG T4 91 11 88 ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION  
CG D4 17 02 19 XTEND ENDORSEMENT FOR TECHNOLOGY  
\* MP T1 25 11 03 HIRED AUTO AND NON-OWNED AUTO LIABILITY  
CG D4 21 07 08 AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS  
CG D6 18 10 11 EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION  
LAWS  
CG D1 42 02 19 EXCLUSION - DISCRIMINATION  
CG 26 21 10 91 NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF  
INSURANCE IS USED UP  
CG F2 63 02 19 NEW YORK CHANGES - COMMERCIAL GENERAL LIABILITY  
COVERAGE FORM

\* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: 680-1B982667-22-42

EFFECTIVE DATE: 01/01/2022

ISSUE DATE: 11/17/2021

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG F9 34 02 19 AMENDMENT OF DUTIES IN EVENT OF AN OCCURRENCE,  
OFFENSE, CLAIM OR SUIT CONDITION

MULTIPLE SUBLINE ENDORSEMENTS

MP U1 00 02 19 WORLD BUSINESS ESSENTIALS- NEW YORK  
CG 01 04 12 04 NEW YORK CHANGES - PREMIUM AUDIT

INTERLINE ENDORSEMENTS

IL F0 63 05 13 NEW YORK - EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA  
IL T4 12 03 15 AMNDT COMMON POLICY COND-PROHIBITED COVG  
IL T4 14 01 21 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
\* IL T4 40 10 20 PROTECTION OF PROPERTY  
IL 00 23 07 02 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD  
FORM)  
IL 01 83 08 08 NEW YORK CHANGES - FRAUD  
IL 02 68 01 14 NEW YORK CHANGES - CANCELLATION AND NONRENEWAL

POLICY HOLDER NOTICES

PN T4 54 01 08 IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND  
BROKER COMPENSATION  
\* PN MP 57 04 17 IMP NOT PROT SAFEGUARDS SPRK AND REST  
\* PN T5 74 05 19 NOTICE NY HAZARDOUS MATERIAL REPORT  
PN MP 38 01 11 IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS  
  
PN T5 72 09 20 GLOBAL EXECUTIVE SUPPORT SERVICE AGREEMENT

\* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

**TRAVELERS PROPERTY**





**TRAVELERS PROPERTY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SEWER OR DRAIN BACK UP EXTENSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

### **SCHEDULE**

**Limit of Insurance \$ 25000**

The following is added to Paragraph **A. 7. Coverage Extensions** :

#### **Water or Sewage Back Up and Sump Overflow**

- (1)** When the Declarations show that you have coverage for Building or Business Personal Property, you may extend that insurance to apply to direct physical loss of or damage to Covered Property at the described premises caused by or resulting from water or sewage that backs up or overflows from a sewer, drain or sump.
- (2)** When the Declarations show that you have coverage for Business Income and Extra Expense,

you may also extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur caused by or resulting from water or sewage that backs up or overflows from a sewer, drain or sump.

- (3)** Paragraph **B.1.g.(3)** does not apply to this Coverage Extension.
- (4)** The most we will pay under this Coverage Extension in any one occurrence at each described premises is the Limit of Insurance shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED LOCATIONS AND RESTAURANTS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART

### SCHEDULE\*

Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable	Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable
001	001	P-1			

1. The following is added to the:  
 BUSINESSOWNERS PROPERTY COVERAGE  
 SPECIAL FORM  
 BUSINESSOWNERS PROPERTY COVERAGE  
 STANDARD FORM

**PROTECTIVE SAFEGUARDS**

- a. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.

- b. The protective safeguards to which this endorsement applies are identified by the following symbols:

**"P-1"** Automatic Sprinkler System, including related supervisory services

Automatic Sprinkler System means:

- (1) Any automatic fire protective or extinguishing system, including connected:  
 (a) Sprinklers and discharge nozzles;

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations

- (b) Ducts, pipes, valves and fittings;
  - (c) Tanks, their component parts and supports; and
  - (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire protective system:
- (a) Non-automatic fire protective systems; and
  - (b) Hydrants, standpipes and outlets.

2. The following is added to the EXCLUSION section of:

BUSINESSOWNERS PROPERTY COVERAGE  
SPECIAL FORM  
BUSINESSOWNERS PROPERTY COVERAGE  
STANDARD FORM

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

"P-9"

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **INTERRUPTION OF COMPUTER OPERATIONS – INCREASED LIMIT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

A. The BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM is changed as follows:

1. The limit applicable to the **Coverage Extension – Interruption of Computer Operations** is increased from \$25,000 to \$ 50 , 000.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DENIAL OF SERVICE ATTACK – TIME ELEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

### SCHEDULE

**Limit of Insurance:** \$            25,000

The following is added to Paragraph **A.7. Coverage Extensions:**

#### **Denial of Service Attack – Time Element**

- (1) When the Declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur due to the necessary "suspension" of your "Electronic Commerce Computer Operations" during the "Denial of Service Period of Restoration". The "suspension" must be caused by a "Denial of Service Attack".
- (2) If the necessary "suspension" of your "Electronic Commerce Computer Operations" caused by a "Denial of Service Attack" produces a Business Income loss payable under the Business Income coverage provided in Paragraph (1) above, we will also pay for the actual loss of Business Income you sustain during the period of time that:
- (a) Begins on the date when service is restored and your "Electronic Commerce Computer Operations" are resumed; and
- (b) Ends on the earliest of the following dates:
- (i) The date you could restore your "Electronic Commerce Computer Operations" with reasonable speed to the level which would generate the Business Income amount that would have existed if no "Denial of Service Attack" had occurred; or
- (ii) 30 consecutive days after the date determined in Paragraph (a) above.

(3) The following additional exclusions apply to this Coverage Extension:

We will not pay for:

- (a) Any additional loss caused by or resulting from:
- (i) Direct physical loss or damage to any property, including any computer programs, computer instructions and any other electronic data; or
- (ii) The time required to repair, replace or restore such lost or damaged property; even if such loss or damage is the result of a "Denial of Service Attack";
- (b) Any loss caused by or resulting from "Electronic Vandalism";
- (c) Any increase of loss caused by or resulting from:
- (i) Delay in restoring "Electronic Commerce Computer Operations" services due to interference by strikers or other persons; or
- (ii) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of your "Electronic Commerce Computer Operations", we will cover such loss that affects your Business Income during the "Denial of Service Period of Restoration" and during the period described in Paragraph (2) above; or
- (d) Any other consequential loss.

## BUSINESSOWNERS

- (4) The amount of Business Income loss under this Coverage Extension will be determined based on:
- (a) The Net Income of the business before the "Denial of Service Attack" occurred;
  - (b) The likely Net Income of the business if the "Denial of Service Attack" had not occurred;
  - (c) The operating expenses, including payroll expenses, necessary to resume your "Electronic Commerce Computer Operations" with the same quality of service that existed just before the "Denial of Service Attack";
  - (d) The amount that the reduction in business volume from your "Electronic Commerce Computer Operations" is offset by an increase in business volume through other means of commerce; and
  - (e) Other relevant sources of information including:
    - (i) Your financial records and accounting procedures;
    - (ii) Bills, invoices and other vouchers; and
    - (iii) Deeds, liens or contracts.
- (5) The amount of Extra Expense under this Coverage Extension will be determined based on:
- (a) The reasonable and necessary expenses that exceed the normal operating expenses that would have been incurred by your "Electronic Commerce Computer Operations" during the "Denial of Service Period of Restoration" if no "Denial of Service Attack" had occurred. We will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use during the "Denial of Service Period of Restoration", once your "Electronic Commerce Computer Operations" are resumed; and
  - (b) The necessary expenses incurred by you to reduce the amount of Business Income loss we otherwise would have paid under this Coverage Extension.
- (6) Under this Coverage Extension:
- (a) We will reduce the amount of your Business Income loss to the extent that you can resume your "Electronic Commerce Computer Operations", in whole or in part, by using other computer systems, other sources of computer services, other computer service providers, any other property or services, or any other means of commerce available to you.
  - (b) We will reduce the amount of your Extra Expense loss to the extent you can return your "Electronic Commerce Computer Operations" to normal and discontinue such Extra Expense.
  - (c) If you do not resume your "Electronic Commerce Computer Operations", or do not resume your "Electronic Commerce Computer Operations" as quickly as possible, we will pay based on the length of time it would have taken to resume your "Electronic Commerce Computer Operations" as quickly as possible.
- (7) In the event of a "Denial of Service Attack", you must take all reasonable steps to:
- (a) Save your computer system logs or the computer system logs of others that are in your care, custody or control; and
  - (b) Secure the computer system logs of others that are not in your care, custody or control;
- that document the "Denial of Service Attack" and its inception.
- (8) With respect only to this Coverage Extension, the Coverage Territory condition as described In Paragraph **F.8.b.** is amended as follows:
- Under this Coverage Extension, a "Denial of Service Attack" can originate from anywhere in the world, but this Coverage Extension applies only to loss you incur within the Coverage Territory as a result of the "suspension" of your "Electronic Commerce Computer Operations" within the Coverage Territory.
- (9) The following additional definitions apply to this Coverage Extension:
- (a) **"Denial of Service Attack"** means an identifiable act or series of related acts committed by one or more persons with the intent of restricting or preventing access to:
    - (i) Your computer systems or the computer systems of others in your care, custody or control, that are:
      - a) Located anywhere within the Coverage Territory; and
      - b) Used in your "Electronic Commerce Computer Operations";

- (ii) Computer systems that are:
  - a) Owned by others whom you have contracted with, in writing, to perform or provide computer services, on your behalf, in your "Electronic Commerce Computer Operations"; and
  - b) Located anywhere within the Coverage Territory; or
- (iii) The computer systems of the Internet or other computer communication network, located anywhere in the world, but only to the extent that the "Denial of Service Attack" on such systems affects your "Electronic Commerce Computer Operations" within the Coverage Territory;

by inundating the computer system(s) with protocols or instructions, transmitted over the Internet or other computer communication network, which trigger the use of the computer system's resources to the extent that the capacity of those resources to accommodate authorized users is depleted.

All loss caused by or involving:

- (i) One person acting alone; or
- (ii) Multiple persons acting in collusion with each other;

whether the result of a single act or a series of related acts, will constitute a single "Denial of Service Attack" occurrence.

- (b) **"Denial of Service Period of Restoration"** means the period of time that:

- (i) Begins 24 hours after the time that the "suspension" of your "Electronic Commerce Computer Operations" caused by a "Denial of Service Attack" first begins; and
- (ii) Ends on the date when service should be restored and your "Electronic Commerce Computer Operations" should be resumed with reasonable speed and similar quality.

- (c) **"Electronic Commerce Computer Operations"** means your normal computer activities that:

- (i) Involve the collection, recording, creation, generation, receipt, transmission, communication, processing, retrieval, display or storage of data, in an electronic or digital format;

- (ii) Are conducted via the Internet or other computer communication network between:

- a) Any of the following:

- i) Your computer systems;
- ii) The computer systems of others in your care, custody or control; or
- iii) The computer systems of others whom you have contracted with, in writing, to perform such computer services on your behalf;

all wherever located within the Coverage Territory; and

- b) The computers or computer systems of others (other than the computers or computer systems of others described in Paragraphs a)ii) and a)iii) above), wherever located, anywhere in the world; and

- (iii) Are conducted by you for the purpose of transacting business and directly generating income.

- (10) The most we will pay for Business Income and Extra Expense under this Coverage Extension is the Limit of Insurance shown in Schedule above for the sum of all covered loss arising out of all "Denial of Service Attacks" occurring during each separate 12 month period of this policy beginning with the effective date of this endorsement.
- (11) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.



## **GENERAL LIABILITY**



**GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULED ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE OF ADDITIONAL INSUREDS AND COVERED OPERATIONS**

**NAME OF PERSON OR ORGANIZATION:**

SNOHOMISH COUNTY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS AND EMPLOYEES

3000 ROCKEFELLER AVENUE  
M/S 507  
EVERETT WA 98201

**PROJECT/LOCATION OF COVERED OPERATIONS:**

INSTALLATION

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization shown in the Schedule Of Additional Insureds And Covered Operations that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds And Covered Operations, to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:
  - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:



POLICY NUMBER: 680-1B982667-22-42

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 11/17/2021

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of person or organization:**

PUBLIC UTILITY DISTRICT #1 OF SNOHOMISH COUNTY

2320 CALIFORNIA STREET  
EVERETT WA 98201

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **HIRED AUTO AND NONOWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE**

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

<b>COVERAGE</b>	<b>ADDITIONAL PREMIUM</b>
Hired Auto Liability	\$ <b>INCLUDED</b>
Nonowned Auto Liability	\$ <b>INCLUDED</b>

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

### **PROVISIONS**

#### **A. COVERAGE**

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

#### **B. EXCLUSIONS**

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a., b., d., e., f.** and **i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:
  - a. "Bodily injury" to:
    - (1) Any fellow "employee" of the insured arising out of and in the course of:
      - (a) Employment by the insured; or
      - (b) Performing duties related to the conduct of the insured's business.
  - b. "Property damage" to:
    - (1) Property owned or being transported by, or rented or loaned to the insured; or
    - (2) Property in the care, custody or control of the insured.

#### **C. WHO IS AN INSURED**

**Section II – Who Is An Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
  - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
  - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
  - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
  - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

**D. AMENDED DEFINITIONS**

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

**E. ADDITIONAL DEFINITIONS**

**Section V – Definitions** is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
  - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
  - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PROTECTION OF PROPERTY**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
DELUXE PROPERTY COVERAGE PART

The insurance provided under this Coverage Part for direct physical loss of or damage to Covered Property at the described premises is extended to include the following Additional Coverage:

### **Protection of Property**

We will pay the necessary and reasonable expenses actually incurred by you to temporarily safeguard Covered Property at the described premises against the threat of imminent covered direct physical loss or damage by a "specified cause of loss", subject to the following:

1. This Additional Coverage only applies to expenses incurred within 72 hours before the time the imminent "specified cause of loss" is reasonably likely to begin to cause direct physical loss or damage to the Covered Property.
2. This Additional Coverage does not apply to any expenses:
  - (a) To which any Preservation of Property coverage in this Coverage Part may apply; or
  - (b) For maintenance that reasonably should have been performed in the absence of any threat of imminent covered direct physical loss or damage by a "specified cause of loss".
3. The most we will pay under this Additional Coverage for all expenses arising out of all threats of imminent direct physical loss or damage by a "specified cause of loss" occurring during each separate 12-month period of this policy beginning with the effective date of this policy is:

(a) \$5,000 at each of the described premises;  
and

(b) \$10,000 for all described premises.

This is additional insurance.

If the "specified cause of loss" from which the property is being safeguarded is subject to an aggregate limit of insurance (meaning the limit of insurance is the most we will pay for all loss or damage arising out of all occurrences of such "specified cause of loss" in any one annual period of this policy), the Limit of Insurance that applies to this Additional Coverage is not included in, and does not reduce, the aggregate Limit of Insurance that applies to such "specified cause of loss".

4. This Additional Coverage is subject to the deductible that applies to loss or damage to the Covered Property by the "specified cause of loss" from which the property is being safeguarded.

In the event the "specified cause of loss" from which the property is being safeguarded actually causes covered direct physical loss or damage to the Covered Property, the total of the deductible amounts applied under this Additional Coverage and under the coverage provided for such loss or damage to the Covered Property will not exceed the deductible that applies to the covered loss or damage to the Covered Property by the "specified cause of loss".



# **POLICYHOLDER NOTICES**



**POLICYHOLDER NOTICES**

## **IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

For information about how Travelers compensates independent agents and brokers, please visit [www.travelers.com](http://www.travelers.com), call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

## **IMPORTANT NOTICE**

### **PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED LOCATIONS AND RESTAURANTS (MP T3 07 03 97)**

**PLEASE READ THIS NOTICE CAREFULLY.**

**YOUR POLICY INCLUDES A PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED LOCATIONS AND RESTAURANTS (MP T3 07 03 97).**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR LOCAL COMPANY REPRESENTATIVE IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND ANY NOTICE YOU RECEIVE FROM US, THE PROVISIONS OF YOUR POLICY PREVAIL.**

The Protective Safeguards Endorsement included as part of your policy indicates that the building you own or occupy has an Automatic Sprinkler System or a protective system covering a cooking surface, or both. It is important to understand that, as a building owner or a tenant, you have certain duties as described within the Protective Safeguards Endorsement with respect to any protective device identified in the Protective Safeguards Endorsement schedule. Our obligation to pay for loss or damage caused by or resulting from fire is subject to the terms and conditions of the Protective Safeguards Endorsement.

Please review the terms and conditions of the Protective Safeguards Endorsement carefully.

## Emergency Travel Assistance Services



**Insured Name:**EASYVISTA INC.

**Policy Number:** 680-1B982667-22-42

Employees are eligible for medical and personal assistance services. In the event of an emergency, first call local emergency services and then contact us.

## Emergency Travel Assistance Services



**Insured Name:**EASYVISTA INC.

**Policy Number:** 680-1B982667-22-42

Employees are eligible for medical and personal assistance services. In the event of an emergency, first call local emergency services and then contact us.

## Emergency Travel Assistance Services



**Insured Name:**EASYVISTA INC.

**Policy Number:** 680-1B982667-22-42

Employees are eligible for medical and personal assistance services. In the event of an emergency, first call local emergency services and then contact us.

The information on this card and / or a copy of this card should be provided to your employees who travel outside the country of their permanent workplace for the purpose of conducting your business.

THIS IS NOT AN INSURANCE CARD. The purpose of this card is to provide contact information for the third-party provider that your employees can call when in need of medical or personal assistance services provided under your Global Executive Support Services Agreement.

<p><b>When you call, please be ready to provide:</b></p> <ul style="list-style-type: none"> <li>• Your location, age, gender, and home address</li> <li>• The telephone number from which you are calling and/ or a number where we can reach you</li> </ul> <p><i>These services are not insurance benefits. To the extent these services are not included in your program, you may be responsible for payment. All services must be arranged and approved by GGA.</i></p>	<p><b>Available 24/7 Toll free in the US or Canada:</b> +1 (866) 251-2870</p> <p><b>Collect outside of the US:</b> +1 (240) 330-1304</p> <p><b>Email:</b> ops@us.generaliglobalassistance.com</p>
<p><b>When you call, please be ready to provide:</b></p> <ul style="list-style-type: none"> <li>• Your location, age, gender, and home address</li> <li>• The telephone number from which you are calling and/ or a number where we can reach you</li> </ul> <p><i>These services are not insurance benefits. To the extent these services are not included in your program, you may be responsible for payment. All services must be arranged and approved by GGA.</i></p>	<p><b>Available 24/7 Toll free in the US or Canada:</b> +1 (866) 251-2870</p> <p><b>Collect outside of the US:</b> +1 (240) 330-1304</p> <p><b>Email:</b> ops@us.generaliglobalassistance.com</p>
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## **IMPORTANT INFORMATION FOR MASTER PAC POLICYHOLDERS**

Dear Policyholder:

Enclosed is your Travelers Master Pac Renewal Certificate. An asterisk on the Listing of Forms, Endorsements and Schedule Numbers, IL T8 01, indicates forms that are included with this year's renewal. Any forms previously attached to your policy that are not shown on that listing no longer apply.

Please put the Certificate and the attached forms with your policy as soon as possible. If you have misplaced your policy, please contact your agent for a copy.

# GLOBAL EXECUTIVE SUPPORT SERVICE AGREEMENT

This agreement provides executive support services to you and your employees who travel outside the country of their permanent workplace for your business. The services provided under this agreement are not insurance. There are limitations and restrictions which apply to this agreement. As a result, this agreement should be read carefully to determine the extent of the services provided to you and your employees.

## **About This Service Agreement**

The Medical Assistance Services and Personal Assistance Services described in this agreement are available to your employees while engaged in temporary travel. For purposes of this agreement:

- Employee means any person, including any voluntary worker or independent contractor with whom you have a written contract, working for you at your workplaces anywhere in the world.
- Temporary travel means any trip outside of the country of an employee's permanent workplace for the purpose of conducting your business. Temporary travel includes any personal trip taken immediately before, during or immediately after the trip for the purpose of conducting your business, but only if such personal trip lasts five or fewer consecutive days and the total number of days for all such personal trips does not exceed ten.
- Foreign insured organization means any organization that is an insured under the insurance policy in which this Global Executive Support Services Agreement is included, and that is located in a country or jurisdiction in which we are not licensed to provide insurance and where providing insurance would violate the laws or regulations of such country or jurisdiction.

We will provide you with service cards that explain how employees can reach the third-party provider of such services at any hour of the day. It is your responsibility to distribute the service cards to your employees who may require such services. You may ask us for additional cards as they are required by you.

## **Medical Assistance Services**

### **Emergency Medical Payment**

We will advance on-site emergency inpatient medical payments to your employee, up to \$10,000, upon receipt of satisfactory guarantee of reimbursement from you. The cost of medical services is the responsibility of you or your employee.

### **Medical Search and Referral**

We will assist your employee in finding physicians, dentists and medical facilities.

### **Replacement of Medication and Eyeglasses**

We will arrange to fill a prescription for your employee that has been lost, forgotten, or requires a refill, subject to local law, whenever possible. We will also arrange for shipment of replacement eyeglasses for your employee. Costs for shipping of medication or eyeglasses are the responsibility of you or your employee.

### **Medical Monitoring**

During the course of a medical emergency resulting from an accident or sickness, we will arrange for professional case managers, including physicians and nurses, to monitor your employee's case to determine whether the care is appropriate.

### **Visit by Family Member/Friend**

If your employee is traveling alone and must be or is likely to be hospitalized for seven or more days, or is in a life-threatening condition resulting from an accident or sickness, we will arrange and coordinate payment for the round-trip transportation for one family member or friend, designated by your employee, from his or her home to the place where your employee is located. Transportation costs are the responsibility of you, your employee, or your employee's family member or friend.

### **Dependent Children Assistance**

If any of your employee's dependent children under the age of 19 traveling with your employee are left unattended because your employee is hospitalized, we will coordinate and arrange payment for their economy class transportation home. If transportation with an attendant is necessary, we will arrange for a qualified escort to accompany the children. Transportation costs are the responsibility of you or your employee.

### **Traveling Companion Assistance**

If your employee's travel companion loses previously made travel arrangements due to your employee's



medical emergency, we will arrange for such traveling companion's return home. Transportation costs are the responsibility of you, your employee, or your employee's traveling companion.

### **Emergency Evacuation/Medically-Necessary Repatriation**

In the event of a medical emergency, if a physician designated by us determines that it is medically necessary for your employee to be transported under medical supervision to the nearest hospital or treatment facility or be returned to his or her place of residence for treatment, we will coordinate and arrange payment for the transport under proper medical supervision. Transport costs are the responsibility of you or your employee.

### **Repatriation of Mortal Remains**

If your employee or your employee's immediate family member dies while traveling, we will coordinate and arrange payment for all necessary government authorization, including a container appropriate for transportation, and for the transportation of the remains to the employee's or family member's preferred place of burial. The costs of such container and transportation are the responsibility of you or your employee.

### **Trip Interruption**

If your employee or your employee's immediate family member is critically injured or becomes sick while traveling, we will arrange for the transportation of such employee or such employee's immediate family member to the preferred place of medical treatment via the most direct route on economy class airfare. Transportation costs are the responsibility of you or your employee.

### **Personal Assistance Services**

#### **Pre-Trip Information**

We will provide, at your request, a wide range of informational services before your employee leaves home, including visa, passport, health hazards advisories, currency exchange, inoculation and immunization requirements, temperature and weather conditions, and embassy and consulate referrals.

#### **Interpretation/Translation**

We will assist your employee with telephone interpretation in all major languages. If your employee requires ongoing or more complex translation services, we will refer your employee to local translators.

### **Locating Lost or Stolen Items**

We will assist your employee in locating and replacing lost luggage, transportation ticket application, documents and personal possessions.

### **Emergency Cash Advance**

In the event of an emergency, we will advance up to \$500 to your employee after satisfactory guarantee of reimbursement from you or your employee. Any fees associated with the transfer or delivery of funds are the responsibility of you or your employee.

### **Emergency Travel Arrangements**

In the event of an emergency, we will help your employee make new travel arrangements, including airline, hotel and car rental reservations.

### **Legal Assistance/Bail**

If your employee is incarcerated, we will notify the proper embassy or consulate of the incarceration, arrange for the receipt of funds from third-party sources, and locate an attorney and bail bonds, where permitted by law, with satisfactory guarantee of reimbursement from you or your employee. All attorney fees and any other costs are the responsibility of you or your employee.

### **Emergency Message Relay**

We will transmit an urgent message for your employee to your employee's family, friends or business associates. We will also accept and retain messages for up to 15 days.

### **Vehicle Return**

If your employee becomes physically unable to operate any non-commercial vehicle as a result of a medical emergency, we will coordinate and arrange payment for the return of the unattended vehicle to your employee's residence or place of rental. The vehicle must be in good driving condition and capable of being driven on the highway in compliance with local laws. Costs of services are the responsibility of you or your employee.

### **Pet Return**

If a pet traveling with your employee is left unattended because such employee is hospitalized, we will coordinate and arrange payment for the return of the pet to your employee's residence. Costs of services are the responsibility of you or your employee.

### **Pre-Approved Panel Counsel**

If you or any foreign insured organization requires legal advice under the laws of any country or jurisdiction in which you or any such organization is not located, or if any of your employees require legal

advice under the laws of any country or jurisdiction in which such employee is on temporary travel, we will refer the first Named Insured to one of our pre-approved panel counsel for that country or jurisdiction. All attorney fees and any other costs are the responsibility of you, your employee or a foreign insured organization. For more information regarding our pre-approved panel counsel, please contact us at [GlobalCI@Travelers.com](mailto:GlobalCI@Travelers.com).

### **Tax Advice**

If you or any foreign insured organization requires tax advice under the laws of any country or jurisdiction in which you or any such organization is not located, or if any of your employees require tax advice under the laws of any country or jurisdiction in which such employee is on temporary travel, we will assist the first Named Insured or any such organization or employee in finding a tax advisor for that country or jurisdiction. Costs of services and any other fees are the responsibility of you, your employee or a foreign insured organization. For more information regarding a tax advisor, please contact us at [GlobalCI@Travelers.com](mailto:GlobalCI@Travelers.com).

### **Exclusions and Conditions**

#### **Exclusions**

We will not provide any service under this agreement that results from:

- Your employee's active participation in war (including undeclared or civil war), warlike action by a military force, insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- Your employee's commission or attempted commission of an illegal act.

#### **Service Agreement Period**

We are not responsible for services first provided outside the effective date of the policy in which this Global Executive Support Services Agreement is included, including any extensions or renewals of such policy. If the policy is canceled for any reason before its expiration date, this Global Executive Support Services Agreement will end as of the effective date of the policy cancellation.

#### **Errors And Omissions**

We are not liable for any act or omission by a local physician or attorney who is not our employee or the employee of a third-party provider of the services described in this agreement.

### **Conditions Beyond Our Control**

We are not liable for the failure to provide, or for the delay in providing, any service when such failure or delay is caused by conditions beyond our control, including restricted flight conditions, weather, Acts of God, strike, riot, civil commotion, war or uprising, or where providing such service is prohibited by local laws or regulations.

### **Transfer Of Rights Of Recovery Against Others To Us**

If you or the employee to whom we provide services under this agreement have any rights to recover all or any part of the cost of any such services from any other person or organization, including rights to recover under any workers compensation law, health plan or insurance policies, we are entitled to an assignment of those rights to the extent of our payments. You and your employee will transfer those rights to us, and cooperate with us as may be necessary to enforce such rights. You and your employee agree to sign any papers, deliver them to us, and do anything else that we may reasonably require to help us pursue such rights.

### **Suits Against Us**

You agree not to bring suit against us unless you have complied with all of the terms of this agreement. Any such suit must be brought within two years after the services are provided. No person or organization has any right to bring us into any action to determine your liability.

### **Return to Work**

You have the responsibility for the decision of whether your employee returns to work. You are responsible for obtaining any medical releases and to determine your employee's suitability to travel or resume work. We will not be involved in such decision, and we have no liability arising out of your employee's return to work.

### **Services Not Described In This Agreement**

At our discretion, we may provide your employee with a medical or personal assistance service that is not described in this agreement. You agree to promptly reimburse us or our designee for such service if we request reimbursement for it.

### **Prohibited Services – Trade Or Economic Sanctions**

We will provide the services described in this agreement, or otherwise will provide any benefit, only to the extent that providing such services or benefit

does not expose us or any of our affiliated or parent companies to:

- Any trade or economic sanction under any law or regulation of the United States of America; or
- Any other applicable trade or economic sanction, prohibition or restriction.

**Currency**

Cash advances under this agreement will be in the currency of the United States of America unless we

agree to provide them to your employee in a different currency.

**Impact on Insurance Coverage**

Our providing or failure to provide any service under this agreement is not a representation that coverage does or does not exist for any particular claim or loss under any insurance policy or bond issued by Travelers.

**IMPORTANT NOTICE – FREE TRADE ZONE  
CLASS 1 AND CLASS 2 – NEW YORK**

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**

**CLASS CODE:** 13000



**Report Claims Immediately by Calling\***

**1-800-238-6225**

*Speak directly with a claim professional  
24 hours a day, 365 days a year*

\*Unless Your Policy Requires Written Notice or Reporting

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**EXCESS FOLLOW-FORM  
AND UMBRELLA LIABILITY  
INSURANCE POLICY**

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**A Custom Insurance Policy Prepared for:**

EASYVISTA INC.  
P.O. BOX 1260  
LA QUINTA CA 92247

This policy consists of this policy cover, the Policy Declarations and the Policy Forms, and endorsements listed in that declaration form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by this policy. That insurance will be provided by the company indicated as insuring company in the Declarations by the abbreviation of its name.

The company listed below (a stock company) has executed this policy, but it is valid only if countersigned on the Declarations by our authorized representative.

**THE TRAVELERS INDEMNITY COMPANY (IND)**



President



Secretary

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POLICY NUMBER: CUP-8E049455-22-42

EFFECTIVE DATE: 01/01/2022

ISSUE DATE: 11/18/2021

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS  
BY LINE OF BUSINESS

IL T8 01 01 01            FORMS ENDORSEMENTS AND SCHEDULE NUMBERS

UMBRELLA / EXCESS

EU 00 02 09 20            POLICY DECLARATIONS EXCESS FOLLOW-FORM AND UMBRELLA  
                                 LIABILITY INSURANCE POLICY  
EU 00 03 08 18            SCHEDULE OF UNDERLYING INSURANCE  
EU 00 01 07 16            EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE  
EU 02 34 07 16            AMENDMENT OF COVERAGE - DEFINITIONS  
EU 01 44 07 16            COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED  
                                 ORGANIZATIONS  
EU 03 15 08 18            AMENDMENT OF UNDERLYING INSURANCE DEFINITION  
EU 00 07 07 16            CAP LOSSES - CERT ACTS TERRORSM AND EXCL  
EU 02 09 08 18            NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) -  
                                 COVERAGES A AND B  
EU 02 90 07 16            WATERCRAFT LIABILITY EXCLUSION - COVERAGE B  
EU 03 31 08 18            DISCRIMINATION EXCLUSION - COVERAGE B  
EU 00 59 01 20            NEW YORK CHANGES

INTERLINE ENDORSEMENTS

IL T3 68 01 21            FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

**POLICY DECLARATIONS  
EXCESS FOLLOW-FORM AND UMBRELLA  
LIABILITY INSURANCE POLICY**

**POLICY NO.: CUP-8E049455-22-42  
ISSUE DATE: 11/18/2021**

**INSURING COMPANY: THE TRAVELERS INDEMNITY COMPANY**

- 1. **NAMED INSURED AND MAILING ADDRESS:** EASYVISTA INC.  
P.O. BOX 1260  
LA QUINTA CA 92247
- 2. **POLICY PERIOD:** From 01/01/2022 to 01/01/2023 12:01 A.M. Standard Time at your mailing address.
- 3. **LIMITS OF INSURANCE:**

**COVERAGES**

**LIMITS OF LIABILITY**

<b>AGGREGATE LIMITS OF LIABILITY</b>	\$5,000,000	<b>General Aggregate</b>
	\$5,000,000	<b>Products-Completed Operations Aggregate</b>
<b>EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY</b>	\$5,000,000	<b>Occurrence Limit</b>
<b>CRISIS MANAGEMENT SERVICE EXPENSES</b>	\$50,000	<b>all Crisis Management Events</b>

- 4. **SELF-INSURED RETENTION:** \$10,000 **any one occurrence or event**
- 5. **PREMIUM: \$ 1,690** x Flat Charge Adjustable (See Premium Schedule)

**6. TAXES AND SURCHARGES:**

7. On the effective date shown in Item 2., the Excess Follow-Form And Umbrella Liability Insurance Policy numbered above includes this Declarations Page and any forms and endorsements shown on the Listing Of Forms, Endorsements And Schedule Numbers.

8. If the Schedule Of Underlying Insurance includes any coverage provided on a claims-made basis, then the following disclaimer applies.

**COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.**

9. If the Schedule Of Underlying Insurance includes any coverage which includes defense expenses within the limits of liability, then the following disclaimer applies:

**DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE WITH RESPECT TO SOME OR ALL OF THE COVERAGES PROVIDED.**

**NAME AND ADDRESS OF AGENT OR BROKER:**

BROOKS GROUP INS AGENCY - PA411  
70 BRIDGE PLAZA DR  
MANALAPAN NJ 07726

**COUNTERSIGNED BY:**

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

**OFFICE: NEW YORK NY**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SCHEDULE OF UNDERLYING INSURANCE**

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

<b>Commercial General Liability</b>	<b>Limits Of Liability</b>	
Carrier <b>TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA</b>	<b>General Aggregate</b>	<b>\$4,000,000</b>
Policy Number <b>680-001B982667-22</b>	<b>Products-Completed Operations Aggregate</b>	<b>\$4,000,000</b>
Policy Period	<b>Personal and Advertising Injury</b>	<b>\$2,000,000</b>
From: <b>01/01/2022</b>	<b>Each Occurrence</b>	<b>\$2,000,000</b>
to: <b>01/01/2023</b>		

### **Limits Of Liability**

Carrier

Policy Number

Policy Period

From:

to:

### **Limits Of Liability**

Carrier

Policy Number

Policy Period

From:

to:

# EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

**THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.**

**COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.**

**PLEASE READ THE ENTIRE POLICY CAREFULLY.**

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

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

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

## **SECTION I – COVERAGES**

### **A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
4. For the purposes of Paragraph 1. above:
  - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
    - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or
- (3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage A of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

- b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph a. above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.
- 5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive

date provision, the retroactive date for Coverage A of this insurance is the same as the retroactive date of that "underlying insurance".

**B. COVERAGE B – UMBRELLA LIABILITY**

- 1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage B of this insurance applies.
- 2. Coverage B of this insurance applies to "bodily injury" or "property damage" only if:
  - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
  - b. The "bodily injury" or "property damage" occurs during the policy period; and
  - c. Prior to the policy period, no insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- 3. Coverage B of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.
- 4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
- 5. "Bodily injury" or "property damage":
  - a. Which occurs during the policy period; and
  - b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY** of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage B of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

**C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES**

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage C applies.
2. Coverage C of this insurance applies to "crisis management service expenses" that:
  - a. Arise out of a "crisis management event" that first commences during the policy period;
  - b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
  - c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:
  - a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
  - b. End when we decide that the crisis no longer exists or when the Crisis

Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. A "self-insured retention" does not apply to "crisis management service expenses".
6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

**D. DEFENSE AND SUPPLEMENTARY PAYMENTS**

1. We will have the right and duty to defend the insured:
  - a. Under Coverage A, against a "suit" seeking damages to which such coverage applies, if:
    - (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or
    - (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

- b. Under Coverage B, against a "suit" seeking damages to which such coverage applies.
2. We have no duty to defend any insured against any "suit":
  - a. Seeking damages to which this insurance does not apply; or
  - b. If any other insurer has a duty to defend.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of:
    - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
    - (2) Appeal bonds and bonds to release attachments;
 

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
  - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

**SECTION II – WHO IS AN INSURED**

**A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
  - a. The limits of insurance afforded to such person or organization will be:
    - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
    - (2) The limits of insurance of this policy; whichever is less; and
  - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

**B. COVERAGE B – UMBRELLA LIABILITY**

With respect to Coverage B:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
  - a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
- Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- (2) "Property damage" to property:
    - (a) Owned, occupied or used by; or
    - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
      - you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - b. Coverage for such organization does not apply to:
    - (1) "Bodily injury" or "property damage" that occurred; or
    - (2) "Personal injury" or "advertising injury" arising out of an offense committed;
 before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of SECTION II – WHO IS AN INSURED.

**C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES**

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.
2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after

the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph D.1. of SECTION I – COVERAGES, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
  2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
  3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.
- C.** The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:
1. Damages; and
  2. Defense expenses if such expenses are within the limits of insurance of this policy; because of "bodily injury" or "property damage" included in the "products-completed operations hazard".
- D.** Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:
1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
  2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".
- For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".
- E.** The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.
- F.** 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 shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

**SECTION IV – EXCLUSIONS**

This insurance does not apply to:

- A.** With respect to Coverage **A** and Coverage **B**:

**1. Asbestos**

- a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.
- c. 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, asbestos, asbestos fibers or products containing asbestos; or
  - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**2. Employment-Related Practices**

Damages because of injury to:

- a. A person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination of that person's employment; or
  - (3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is



committed before, during or after the time of that person's employment; or

- b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs a.(1), (2) or (3) above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**3. ERISA, COBRA And Similar Laws**

Any obligation of the insured under:

- a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;
- b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or
- c. Any similar common or statutory law of any jurisdiction.

**4. Medical Expenses Or Payments**

Any obligation of the insured under any "medical expenses" or medical payments coverage.

**5. Nuclear Material**

Damages arising out of:

- a. The actual, alleged or threatened exposure of any person or property to; or
- b. The "hazardous properties" of; any "nuclear material".

As used in this exclusion:

- a. "Hazardous properties" includes radioactive, toxic or explosive properties;
- b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and
- c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

**6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws**

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- a. Uninsured motorists;
- b. Underinsured motorists;

- c. Auto no-fault or other first-party personal injury protection (PIP);
- d. Supplementary uninsured/underinsured motorists (New York); or
- e. Medical expense benefits and income loss benefits (Virginia).

**7. War**

Damages arising out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**8. Workers Compensation And Similar Laws**

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

**B. With respect to Coverage B:**

**1. Expected Or Intended Bodily Injury Or Property Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**2. Contractual Liability**

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

**3. Liquor Liability**

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

- a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

**4. Employers Liability**

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
  - (1) Employment by the insured; or
  - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

**5. Pollution**

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape 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 any other person or organization 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 any governmental authority or any other person or organization 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".

**6. Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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

**7. Auto**

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

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

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

**8. Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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

This exclusion does not apply to a watercraft:

- a. While ashore on premises owned by or rented to any insured; or
- b. That is 50-feet long or less and that:
  - (1) You own; or

- (2) You do not own and is not being used to carry any person or property for a charge.

**9. Electronic Data**

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**10. Damage To Property, Products Or Work**

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
- g. "Your product" arising out of "your product" or any part of it; or
- h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

**11. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or

"your work" after it has been put to its intended use.

**12. Recall Of Products, Work Or Impaired Property**

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.

**13. Violation Of Consumer Financial Protection Laws**

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

**14. Unsolicited Communication**

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**15. Access Or Disclosure Of Confidential Or Personal Information**

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**16. Knowing Violation Of Rights Of Another**

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

**17. Material Published With Knowledge Of Falsity**

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

**18. Material Published Or Used Prior To Policy Period**

- a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

**19. Criminal Acts**

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**20. Breach Of Contract**

"Personal injury" or "advertising injury" arising out of a breach of contract.

**21. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**22. Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**23. Intellectual Property**

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- a. Copyright;
- b. Patent;
- c. Trade dress;
- d. Trade name;
- e. Trademark;
- f. Trade secret; or
- g. Other intellectual property rights or laws.

This exclusion does not apply to:

- a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

- b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

**24. Insureds In Media And Internet Type Business**

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- a. Advertising, "broadcasting" or publishing;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

**25. Electronic Chatrooms Or Bulletin Boards**

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

**26. Unauthorized Use Of Another's Name Or Product**

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

**C. With respect to Coverage C:**

**Newly Acquired, Controlled Or Formed Entities**

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

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management event" after the date you acquired or formed such organization.

### SECTION V – CONDITIONS

#### A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

#### B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

#### C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

#### E. CURRENCY

Payments for damages or expenses described in Paragraph 5. of Paragraph D., **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of SECTION I – **COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

#### F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
  - a. How, when and where the "event" or "occurrence" took place;
  - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
  - c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage A, the insured must:
  - a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
  - b. Comply with the terms of the "underlying insurance"; and
  - c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - b. Authorize us to obtain necessary records and other information;
  - c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
  - d. 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 Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
  - a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
  - b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

**G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT**

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
  - a. How, when and where that "crisis management event" took place;
  - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;

- c. The nature and location of any injury or damage arising out of that "crisis management event"; and
- d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

**H. EXAMINATION OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

**I. EXTENDED REPORTING PERIOD OPTION**

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
  - a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
  - b. You have paid all premiums due for this policy at the time you make such request;
  - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

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d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

### J. INSPECTIONS AND SURVEYS

1. 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.
2. 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:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

### K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
  - 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 insurance unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
  - a. Are not payable under the terms of this insurance; or
  - b. 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.

### L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
  - a. Coverage;
  - b. Limits of insurance;
  - c. Termination of any coverage; or
  - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

### M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

**N. PREMIUM**

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

**O. PREMIUM AUDIT**

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

**P. PROHIBITED COVERAGE – UNLICENSED INSURANCE**

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
  - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

**Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS**

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

**R. REPRESENTATIONS**

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

**S. SEPARATION OF INSURED**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

**T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the



execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
  - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
  - b. Next, to us; and
  - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

**U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE**

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**V. UNINTENTIONAL OMISSION OR ERROR**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**W. WHEN LOSS IS PAYABLE**

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
  - a. A court decision; or
  - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

**SECTION VI – DEFINITIONS**

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
  - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY OF SECTION I – COVERAGES**; and
  - b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
  - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
  3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
  4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
  5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
  6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
  7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
    - a. Another insurance company;
    - b. Us or any of our affiliated insurance companies;
    - c. Any risk retention group;

- d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
- e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

- a. Any "underlying insurance"; or
- b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

**8. "Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all the work called for in your contract has been completed;
  - (b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
  - (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.

- b. Does not include "bodily injury" or "property 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 any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification listed in a policy of

Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

**9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:**

- a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

**10. "Underlying insurance":**

- a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.
- b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
- c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

**11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.**

**B. With respect to Coverage B and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage A:**

**1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:**

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**2. "Advertising injury":**

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- a. Means injury, other than "personal injury", caused by one or more of the following offenses:
    - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
      - (a) Appropriates a person's name, voice, photograph or likeness; or
      - (b) Unreasonably places a person in a false light; or
    - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
  - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
  - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
    - (1) Radio or television programming being transmitted;
    - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
    - (3) Advertising transmitted with any such programming.
6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:
- a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;
  - b. Information bearing on a person's credit worthiness, credit standing or credit capacity;
  - c. Social security number;
  - d. Driver's license number; or
  - e. Birth date.
7. "Consumer financial protection law" means:
- a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);
  - b. California's Song-Beverly Credit Card Act and any of its amendments; or
  - c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
10. "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, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

- 12. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

- 13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.
- b. Vehicles maintained for use solely on or next to premises you own or rent.
- c. Vehicles that travel on crawler treads.
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical

exploration, lighting and well servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers.

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

- 14. "Occurrence" means:

- a. With respect to "bodily injury" or "property damage":
  - (1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or
  - (2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

- b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and
  - c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".
15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
16. "Personal injury":
- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
    - (1) False arrest, detention or imprisonment;
    - (2) Malicious prosecution;
    - (3) 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, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
    - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
  - (5) Oral or written publication, including publication by electronic means, of material that:
    - (a) Appropriates a person's name, voice, photograph or likeness; or
    - (b) Unreasonably places a person in a false light.
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
18. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, "electronic data" is not tangible property.
19. "Self-insured retention" is the greater of:
- a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or
  - b. The applicable limit of insurance of any "other insurance" that applies.
20. "Slogan":
- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
  - b. Does not include a phrase used as, or in, the name of:
    - (1) Any person or organization other than you; or
    - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
  22. "Title" means the name of a literary or artistic work.
  23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
  24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.
  25. "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) 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.
  26. "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.
- C. With respect to Coverage C:
1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".
  2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:
    - a. Damages covered by this Coverage A or Coverage B that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and
    - b. Significant adverse regional or national media coverage.
  3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:
    - a. For the reasonable and necessary:
      - (1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and
      - (2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and
    - b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:
      - (1) Medical expenses;
      - (2) Funeral expenses;
      - (3) Psychological counseling;
      - (4) Travel expenses;
      - (5) Temporary living expenses;
      - (6) Expenses to secure the scene of a "crisis management event"; or
      - (7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
  - a. Chief Executive Officer;
  - b. Chief Operating Officer;
  - c. Chief Financial Officer;
  - d. President;
  - e. General Counsel;
  - f. General partner (if you are a partnership); or
  - g. Sole proprietor (if you are a sole proprietorship);or any person acting in the same capacity as any individual listed above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF COVERAGE – DEFINITIONS**

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

The following replaces the introduction to Paragraph **B.** of **SECTION VI – DEFINITIONS**:

With respect to Coverages **B** and **C** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS**

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

### **PROVISIONS**

1. The following is added to Paragraph **A.**, **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, and Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION I – COVERAGES**:

If a "foreign loss" is incurred by a "foreign insured organization", or by any other insured for whom such "foreign insured organization" is liable, we will reimburse the first Named Insured, or any other Named Insured that is not a "foreign insured organization", for such "foreign loss" because of its "financial interest" in that "foreign insured organization". For purposes of this insurance, amounts we reimburse under:

- a. Paragraph **a.** of the definition of "foreign loss" will be deemed to be sums that such Named Insured becomes legally obligated to pay as damages under this policy; and
- b. Paragraph **b.** of the definition of "foreign loss" will be deemed to be payments we make under Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, in **SECTION I – COVERAGES**.

2. The following is added to **SECTION V – CONDITIONS**:

#### **DUTIES IN THE EVENT OF A CLAIM OR SUIT FOR FOREIGN LOSS**

If a claim or "suit" for "foreign loss" is made or brought against a "foreign insured organization", or any other insured for whom such "foreign insured organization" is liable, the first Named Insured must:

1. Arrange to investigate and defend such claim or "suit";
2. Notify us in writing in advance of any proposed settlement of such claim or "suit"; and
3. Comply with all other conditions of this insurance as if such claim or "suit" were

made or brought against any insured that is not a "foreign insured organization".

3. The following is added to Paragraph **A.** of **SECTION VI – DEFINITIONS**:

"Financial interest" means the insurable interest in a "foreign insured organization" because of:

- a. Sole ownership of, or majority ownership interest in, such "foreign insured organization", either directly or through one or more intervening subsidiaries;
- b. Indemnification of, or an obligation to indemnify:
  - (1) Such "foreign insured organization"; or
  - (2) Any other insured for whom such "foreign insured organization" is liable; for a "foreign loss"; or
- c. An obligation to obtain insurance for such "foreign insured organization".

"Foreign insured organization" means any organization that:

- a. Is an insured under **SECTION II – WHO IS AN INSURED**; and
- b. Is located in a country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

"Foreign loss" means:

- a. Sums, in excess of the "applicable underlying limit" or "self-insured retention", that an insured becomes legally obligated to pay as damages because of loss to which the insurance provided under this policy would have applied; or
- b. Payments described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS** in **SECTION I – COVERAGES** that we would have made with respect to any claim or "suit" against an insured:

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- (1) That we would have defended, investigated or settled; or
- (2) For which we would have paid our part of a judgment;

but for the fact that such insured is located in any country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF UNDERLYING INSURANCE DEFINITION**

This endorsement modifies insurance provided under the following:

### **EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE**

The following replaces the definition of "underlying insurance" in Paragraph **A.** of **SECTION VI – DEFINITIONS**:

"Underlying insurance":

**a.** Means the insurance that:

**(1)** Is listed in the Schedule Of Underlying Insurance; and

**(2)** Has amounts stated for its limits of liability in that schedule.

**b.** Includes any renewal or replacement of such insurance if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

**c.** Does not include:

**(1)** Any part of the policy period of any insurance described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

**(2)** Any coverage provided under any insuring agreement added by endorsement to any insurance described in Paragraphs **a.** or **b.** unless such coverage is separately listed in the Schedule Of Underlying Insurance and has amounts stated for its limits of liability in that schedule.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES**

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

### **CERTIFIED ACTS OF TERRORISM SELF-INSURED RETENTION SCHEDULE**

**Self-Insured Retention For Certified Acts Of Terrorism: \$ 10,000 Each Occurrence**

#### **PROVISIONS**

**1. The following is added to SECTION I – COVERAGES:**

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our insurer deductible under "TRIA", we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**2. With respect to COVERAGE B – UMBRELLA LIABILITY for any "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of a "certified act of terrorism":**

**a. The following replaces Paragraph 1. in Paragraph D., DEFENSE AND SUPPLEMENTARY PAYMENTS, of SECTION I – COVERAGES:**

**1. We will have the right, but not the duty, to defend the insured under COVERAGE B – UMBRELLA LIABILITY against a "suit" seeking damages to which such coverage applies.**

**b. The following replaces the definition of "self-insured retention" in Paragraph B. of SECTION VI – DEFINITIONS:**

"Self-insured retention" means the Self-Insured Retention For Certified Acts Of Terrorism shown in the Certified Acts Of Terrorism Self-Insured Retention Schedule which the insured must first pay under Coverage B for damages because of all any "bodily injury", "property damage", "personal

injury" or "advertising injury" included in any one "occurrence". If no entry appears in the Certified Acts Of Terrorism Self-Insured Retention Schedule, the Self-Insured Retention For Certified Acts Of Terrorism is deemed to be \$1,000,000.

**3. The following exclusion is added to Paragraph A. of SECTION IV – EXCLUSIONS:**

**Acts Of Terrorism Committed Outside The United States**

Damages arising out of any "act of terrorism" that is committed outside the United States of America (including its territories and possessions) and Puerto Rico.

This exclusion does not apply to damages arising out of any "act of terrorism" that results in loss occurring to:

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

**(2)** The premises of any United States mission.

**4. The following is added to Paragraph A. of SECTION VI – DEFINITIONS:**

"Act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in

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accordance with the provisions of "TRIA", to be an act of terrorism pursuant to "TRIA". The criteria contained in "TRIA" for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to "TRIA"; and
- b. The act is a violent act or an act that is dangerous to human life, property or

infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"TRIA" means the federal Terrorism Risk Insurance Act of 2002 as amended.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) – COVERAGES A AND B**

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

### **PROVISIONS**

1. The following replaces Exclusion 5., **Nuclear Material**, in Paragraph **A.** of **SECTION IV – EXCLUSIONS:**

#### **Nuclear Energy Liability (Broad Form)**

- a. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- b. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

- c. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material" if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by

or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. The following is added to Paragraph **A.** of **SECTION VI – DEFINITIONS:**

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

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

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

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or

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

- d. Any structure, basin, excavation, premises or place prepared 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 such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WATERCRAFT LIABILITY EXCLUSION – COVERAGE B**

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

The following exclusion replaces Paragraph **B.8., Watercraft**, of **SECTION IV – EXCLUSIONS**:

### **Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DISCRIMINATION EXCLUSION – COVERAGE B**

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

The following exclusion is added to Paragraph **B.** of **SECTION IV – EXCLUSIONS:**

### **Discrimination**

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of discrimination based upon a person's sex, sexual orientation, marital

status, pregnancy, race, color, creed, religion, national origin, citizenship, veteran status, age, genetic information or physical or mental disability, or any other characteristic, attribute, trait, condition or status that qualifies a person for protection against discrimination under federal, state or local law.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW YORK CHANGES**

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

### **PROVISIONS**

1. The following replaces Paragraph **1.b.** in Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES**:

**b.** Under **COVERAGE B – UMBRELLA LIABILITY**, against a "suit" seeking damages to which such coverage applies, even if such "suit" is groundless, false or fraudulent.

2. The following replaces Paragraphs **1.**, **2.**, **3.** and **5.** in Paragraph **C.**, **CANCELLATION**, of **SECTION V – CONDITIONS**:

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

**2. Cancellation Of Policies In Effect**

**a. 60 Days Or Less**

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

**(1)** 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.a.(3)** or **A.2.b.** below.

**(2)** 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph **A.2.b.** below.

**(3)** 20 days before the effective date of cancellation if we cancel because one or more policies of "underlying insurance" were cancelled where:

**(a)** Such cancellation is based upon Paragraphs **A.2.b.(1)** through **A.2.b.(8)** below; and

**(b)** Such policies are not replaced without lapse.

**b. For More Than 60 Days**

If this policy has been in effect for more than 60 days, or if this policy is a renewal

or continuation of a policy we issued, we may cancel only for any of the reasons listed below, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation:

**(1)** Nonpayment of premium, provided, however, that a notice of cancellation on this ground will inform the first Named Insured of the amount due;

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

**(3)** Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;

**(4)** After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;

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

**(6)** Cancellation is required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

**(7)** A determination by the Superintendent that the continuation

of the policy would violate, or would place us in violation of, any provision of the Insurance Code;

- (8) Suspension or revocation during the required policy period of the driver's license of any person who continues to operate a covered auto, other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation; or
- (9) Cancellation of one or more of the policies of "underlying insurance" where:
  - (a) Such cancellation is based upon Paragraphs (1) through (8) of this Paragraph A.2.b.; and
  - (b) Such policies are not replaced without lapse.

- 3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

- 3. The following is added to Paragraph C., **CANCELLATION**, of **SECTION V – CONDITIONS**:

Regardless of the number of days this policy has been in effect, we may cancel this policy if:

- a. This policy covers autos subject to the provisions of Section 370 of the Vehicle and Traffic Law; and
- b. The Commissioner of the Department of Motor Vehicles deems this policy to be insufficient for any reason;

by giving you notice of such insufficiency 45 days before the effective date of cancellation to permit you to replace this policy.

The effective date of cancellation stated in the notice will become the end of the policy period.

Notice will include the reason for cancellation. We will mail or deliver our notice to the first Named Insured at the address shown in the policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.

- 4. The following is added to Paragraph F., **DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT**, in **SECTION V – CONDITIONS**:

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

- 5. The following replaces Paragraph K., **LEGAL ACTION AGAINST US**, in **SECTION V – CONDITIONS**:

**K. LEGAL ACTION AGAINST US**

- 1. Except as provided in Paragraph 2., 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.

- 2. With respect to "bodily injury", "personal injury" or "advertising injury", if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may

bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

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

- a. Brings an action to declare the rights of the parties under the policy; and
- b. Names the injured person, someone acting for the injured person or other claimant as a party to the action.

6. The first paragraph in Paragraph L., **MAINTENANCE OF UNDERLYING INSURANCE**, of **SECTION V – CONDITIONS**, is replaced by the following:

Any "underlying insurance" must be maintained in full effect throughout the policy period except for the exhaustion of the aggregate limit in accordance with the provisions of "underlying insurance" that results from injury or damage to which this insurance applies.

7. The following is added to Paragraph O., **PREMIUM AUDIT**, of **SECTION V – CONDITIONS**:

An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500.

8. The following replaces Paragraph W., **WHEN LOSS IS PAYABLE**, of **SECTION V – CONDITIONS**:

**W. WHEN LOSS IS PAYABLE**

If we are liable under this policy, we will pay for injury, damage or loss after:

- a. There is a written agreement between the claimant, the insured, any "underlying insurer" and us; and
- b. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

9. The following is added to **SECTION V – CONDITIONS**:

**TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP**

1. If we conclude that, based on "events", claims or suits which have been reported to us and to which this insurance may apply, the:

- a. Aggregate Limit; or
- b. Each Occurrence Limit

is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

2. When a limit of insurance described in Paragraph 1. above has actually been used up in the payment of judgments or settlements:

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

- (1) Such a limit has actually been used up; and
- (2) Our duty to defend "suits" seeking damages subject to that limit has also ended.

b. If we have a duty to defend we will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

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

3. The first Named Insured will reimburse us for expenses we incur in taking those steps we

deem appropriate in accordance with Paragraph 2.b. above.

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

- a. The date on which the applicable limit of insurance is used up, if we sent notice in accordance with Paragraph 1. above; or
  - b. The date on which we sent notice in accordance with Paragraph 2.a. above, if we did not send notice in accordance with Paragraph 1. above.
4. The exhaustion of any limit of insurance by the payment of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

**FAILURE TO GIVE NOTICE TO US**

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

**CONFORMITY WITH NEW YORK STATUTES**

It is hereby understood and agreed that, notwithstanding anything in this policy to the contrary, with respect to such insurance as is afforded by this policy, the terms of this policy, as respects coverage for operations in the State of New York, must conform to the coverage requirements of the applicable insurance laws of the State of New York or the applicable regulations of the New York Department of Financial Services; provided, however, that the company's limits of insurance, as stated in this policy, are excess of the limits of any "underlying insurance" or self-insurance, as stated in the Declarations, or in any attached endorsement.

**WHEN WE DO NOT RENEW**

If we decide not to renew this policy, we will send notice as provided in **NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL** below.

**CONDITIONAL RENEWAL**

If we conditionally renew this policy subject to:

- 1. A change of limits;
- 2. A change in type of coverage;

- 3. A reduction of coverage;
- 4. An increased deductible;
- 5. An addition of exclusion; or
- 6. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in **NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL** below.

We may conditionally renew this policy subject to the requirements stipulated by Condition L., **MAINTENANCE OF UNDERLYING INSURANCE**, of **SECTION V – CONDITIONS**. In the event of failure to comply with the aforementioned condition as of the expiration date of the policy, or 60 days after mailing or delivering the notice of conditional renewal, the conditional renewal will be deemed to be an effective notice of nonrenewal.

**NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL**

- 1. If we decide not to renew this policy or to conditionally renew this policy as provided in **NONRENEWAL** or **CONDITIONAL RENEWAL** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 30 but not more than 120 days before:
  - a. The expiration date; or
  - b. The anniversary date if this is a continuous policy.
- 2. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 3. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
- 4. If we violate any of the provisions of Paragraphs 1., 2. or 3. above by sending the first Named Insured an incomplete or late conditional renewal notice or a late renewal notice:
  - a. And if notice is provided prior to the expiration date of this policy, coverage

will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel.

- b. And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
5. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice will apply:
- a. Upon expiration of the 60-day period, unless Subparagraph b. below applies; or.
  - b. Notwithstanding the provisions in Paragraphs 4.a. or 4.b., as of the renewal

date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.

- 6. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.
10. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph 4. of **NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL** in Paragraph C. above.
11. The last sentence in Paragraph F. of **SECTION III – LIMITS OF INSURANCE** does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late renewal notice.
12. The definition of "loading or unloading" in Paragraph B. of **SECTION VI – DEFINITIONS** is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE**

This endorsement applies to the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CYBERFIRST ESSENTIALS GENERAL PROVISIONS FORM  
CYBERFIRST GENERAL PROVISIONS FORM  
EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EMPLOYMENT PRACTICES LIABILITY<sup>+</sup> WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT  
COVERAGE PART  
ENVIRONMENTAL HAZARD POLICY  
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE  
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE  
LAW ENFORCEMENT LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND  
INFORMATION SECURITY LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF  
TRANSPORTATION  
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART  
Any other Commercial Liability coverage included in this policy that is subject to the federal Terrorism  
Risk Insurance Act of 2002 as amended

### **PROVISIONS**

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such

Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA:

**1%.**

## **IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

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