

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Christensen Group, Inc. 9855 W 78th Street Suite 100 Eden Prairie, MN 55344-8004	CONTACT NAME: Barb Michaels PHONE (A/C, No, Ext): (952) 653-1028 FAX (A/C, No): E-MAIL ADDRESS: bmichaels@christensengroup.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Quisitive, LLC 1431 Greenway Drive Suite 1000 Irving, TX 75038	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Massachusetts Bay Ins Co</td> <td style="width: 20%;">22306</td> </tr> <tr> <td>INSURER B : Allmerica Financial Benefit</td> <td>41840</td> </tr> <tr> <td>INSURER C : Hanover Insurance Co</td> <td>22292</td> </tr> <tr> <td>INSURER D : Hartford Fire Insurance Co</td> <td>19682</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Massachusetts Bay Ins Co	22306	INSURER B : Allmerica Financial Benefit	41840	INSURER C : Hanover Insurance Co	22292	INSURER D : Hartford Fire Insurance Co	19682	INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			ZDXH882874	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☒ OTHER: Project & Location						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			AWXH844128	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY	☒ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
		☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
C	☒ UMBRELLA LIAB			UHXH882877	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB	☒ OCCUR					AGGREGATE \$ 10,000,000
	☐ DED ☒ RETENTION \$ 0	☐ CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
D	Crime \$25,000 Ded.			41TP0293856	1/1/2026	1/1/2027	E.L. DISEASE - POLICY LIMIT \$
							EMP Theft/Client Pre 5,000,000

APPROVED

By Stephanie Rousseau at 2:10 pm, Jul 21, 2026

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WE HAVE ISSUED AN INDUSTRY STANDARD ACORD CERTIFICATE OF INSURANCE FOR OUR CUSTOMER. A LAW PASSED BY THE TEXAS LEGISLATURE EFFECTIVE JANUARY 1, 2012 (SENATE BILL 425) PROHIBITS US FROM ADDING SPECIAL WORDING TO THE CERTIFICATE THAT WOULD (1)ALTER, AMEND OR EXTEND COVERAGE OR TERMS AND CONDITIONS PROVIDED BY THE INSURANCE POLICY; AND (2)PROVIDE ALSE OR MISLEADING INFORMATION CONCERNING THE INSURANCE POLICY; OR (3)REFER TO A LEGAL OR INSURANCE REQUIREMENT CONTAINED IN A CONTRACT.

Certificate holder is included as additional insured with respects to General Liability as required by written contract.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Snohomish County Department of Information Technology 3000 Rockefeller Ave M/S 709 Everett, WA 98201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Christensen Group, Inc.		NAMED INSURED Quisitive, LLC 1431 Greenway Drive Suite 1000 Irving, TX 75038
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

AM Best Ratings:

Massachusetts Bay Ins Co: A

Allmerica Financial Benefit: A

Hanover Insurance Co: A

Hartford Fire Insurance Co: A+

Additional Named Insured:

Quisitive, LTD

Mazik Global, Inc

Quisitive Payment Solutions, Inc.

Menlo Technologies Inc.

Menlo Technologies Acquisition Inc.

Midtech Software Solutions, Inc.

Supportive Solutions Inc.

Quisitive Technology Solutions, Inc.

Fusion Agiletech partners, Inc

Catapult Systems, LLC

Irving Intermediate Holdings LLC

Irving Partner, Corp.

Irving Group Holdings, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/13/2026

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PRODUCER Aon Risk Services, Inc of Florida 701 Brickell Avenue Suite 3200 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Quisitive LLC 1431 Greenway Drive Irving TX 75038 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Endurance American Specialty Ins Co.</td><td>41718</td></tr><tr><td>INSURER B: AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Endurance American Specialty Ins Co.	41718	INSURER B: AIG Specialty Insurance Company	26883	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570118488792**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O - Technology			CT030083017401 Claims Made SIR applies per policy terms & conditions	03/11/2026	03/11/2027	Aggregate Limit \$5,000,000 Each Occurrence \$5,000,000 SIR \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Snohomish County Department of Information Technology
3000 Rockefeller Ave
M/S 709
Everett, WA 98201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc. of Florida

Certificate No : 570118488792



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED Quisitive LLC	
POLICY NUMBER See Certificate Number: 570118488792			
CARRIER See Certificate Number: 570118488792	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Cyber Liability			CT030083017401 Claims Made SIR applies per policy terms & conditions	03/11/2026	03/11/2027	Aggregate Limit	\$5,000,000
							Each Occurrence	\$5,000,000
							SIR	\$50,000
B	E&O - Technology - Excess			016024603	03/11/2026	03/11/2027	Aggregate Limit	\$5,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2026

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PRODUCER AUTOMATIC DATA PROCESSING INSURANCE AGCY INC 1 ADP BLVD MS 325 ROSELAND, NJ 07068 (877) 677-0428	CONTACT NAME: PHONE (A/C, No, Ext): (877) 677-0428 FAX (A/C, No): (877) 677-0430 E-MAIL ADDRESS: spcbicadp@travelers.com
INSURED QUISITIVE LLC 1431 GREENWAY DR STE 1000 IRVING, TX 75038	INSURER(S) AFFORDING COVERAGE INSURER A : THE STANDARD FIRE INSURANCE COMPANY INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 625417242321030 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-2W721374-26	01/01/2026	01/01/2027	☒ PER STATUTE ☐ OTH- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AS RESPECTS TO WORKERS COMPENSATION AND EMPLOYERS LIABILITY NO EXECUTIVE OFFICERS OR MEMBERS ARE EXCLUDED.

CERTIFICATE HOLDER Snohomish County Department of Information Technology 3000 Rockefeller Ave M/S 709 Everett, WA 98201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Renan M. Beltran
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
 - (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
 - (3) When the additional "insured" is also an additional "insured" under another liability policy.
- C. This endorsement will apply only if the "accident" occurs:**
1. During the policy period;
 2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
 3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3)**, **(4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

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

We will not pay sums or perform acts or services unless explicitly provided for in this policy.

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.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of this policy.

I. INSURING AGREEMENTS

1. Coverage A – Follow Form Excess Liability Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the “underlying insurance” which the insured becomes legally obligated to pay as damages, provided:

- (1) Such damages are covered by “underlying insurance”;
- (2) The event which triggers coverage on the “underlying insurance” takes place during the policy period of this insurance, and
- (3) The applicable Limit of Insurance of the “underlying insurance” is exhausted by payment of judgments, settlements, related costs or expenses for damages also covered under this policy. We will not pay if the Limit of Insurance of “underlying insurance” is exhausted by payment for damages to which this insurance does not also apply.

- b. We will not pay damages that the “underlying insurance” does not pay for any reason other than exhaustion of limits of the “underlying insurance” by payment of judgments, settlements, related costs or expenses.

- c. The terms and conditions of the “underlying insurance” in effect at the inception of this policy apply unless they are inconsistent with the terms and conditions of this policy.

- d. The amount we will pay for damages is limited as described in section **VI. LIMITS OF INSURANCE**.

- e. We have no obligation under this insurance with respect to any claim or “suit” settled without our consent.

- f. This policy does not apply to any part of loss within the Limit of Insurance of “underlying insurance”, or any related costs or expenses.

- g. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under section **II. DEFENSE AND SETTLEMENT** and section **V. SUPPLEMENTAL PAYMENTS**.

2. Coverage B – Umbrella Liability Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the “retained limit” shown in the Declarations which the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage”, “personal injury” and “advertising injury” to which this coverage applies, provided:

(1) The:

- (a) “Bodily injury” or “property damage” is caused by an “occurrence”; or

- (b) “Personal injury” and “advertising injury” is caused by an offense arising out of your business;

Which took place within the coverage territory as described in section **IV. COVERAGE TERRITORY**;

- (2) The “bodily injury” or “property damage” occurs during the policy period, and the offense causing “personal injury” or “advertising injury” is first committed during our policy period; and

- (3) Prior to the policy period, no insured and no “employee” authorized by you to give or receive notice of an “occurrence”, offense or claim, knew that the “bodily injury”, “property

damage", "personal injury" or "advertising injury" had occurred, in whole or in part. If such an insured or authorized "employee" knew, prior to the policy period, that the "bodily injury", "property damage", "personal injury" or "advertising injury" occurred, then any continuation, change or resumption of such "bodily injury", "property damage", "personal injury" or "advertising injury" during or after the policy period will be deemed to have been known prior to the policy period.

However, "bodily injury", "property damage", "personal injury" or "advertising injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured or by any "employee" authorized by you to give or receive notice of an "occurrence", offense or claim, includes any continuation, change or resumption of that "bodily injury", "property damage", "personal injury" or "advertising injury" after the end of the policy period.

- b. "Bodily injury", "property damage", "personal injury" or "advertising injury" will be deemed to have been known to have occurred at the earliest time when any insured, or any "employee" authorized by you to give or receive notice of an "occurrence", offense or claim:
 - (1) Reports all or any part of the "bodily injury", "property damage", "personal injury" or "advertising injury" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury", "property damage", "personal injury" or "advertising injury"; or
 - (3) Becomes aware by any other means that "bodily injury", "property damage", "personal injury" or "advertising injury" has occurred or has begun to occur.
- c. **Coverage B – Umbrella Liability Insuring Agreement** does not apply to:
 - (1) Any claim or "suit" which is covered by "underlying insurance" regardless of whether or not the "underlying insurance" is available or the limits have been exhausted;
 - (2) Any claim or "suit" covered by **Coverage A – Follow Form Excess Liability Insurance** of this policy; or

(3) Any costs or expenses related to loss as described by c.(1) or c.(2) above.

d. The amount we will pay for damages is limited as described in section **VI. LIMITS OF INSURANCE**.

e. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.

f. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under section

II. DEFENSE AND SETTLEMENT and section **V. SUPPLEMENTARY PAYMENTS**.

II. DEFENSE AND SETTLEMENT

1. Coverage A – Follow Form Excess Liability Defense and Settlement:

a. We have the right and duty to defend the insured against any "suit" seeking damages to which this insurance applies. If the "underlying insurer" defends a "suit" even if such "suit" is groundless, false or fraudulent, we will also defend such a "suit". We have no duty to defend any person or organization against any claim or "suit":

(1) To which this insurance does not apply; or

(2) If any other insurer has a duty to defend.

b. Where we have the duty to defend, we may, at our discretion, investigate any occurrence or offense and settle any claim or "suit".

c. Where we have no duty to defend, we have the right to participate in the investigation and settlement of any claim, and defense of any "suit", that we feel may create liability on our part under the terms and conditions of this policy. If we exercise this right, we will do so at our own expense.

d. Our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements. However, if the Limits of Insurance of any "underlying insurance" are reduced by defense or claim expense under the terms of that policy, then our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, and defense or claim expense as defined in the "underlying insurance".

2. Coverage B – Umbrella Liability Defense and Settlement:

- a. We have the right and duty to defend the insured against any “suit” because of “bodily injury”, “property damage”, “personal injury” or “advertising injury” to which this insurance applies, even if such “suit” is groundless, false or fraudulent. We have no duty to defend any person or organization against any claim or “suit”:
 - (1) To which this insurance does not apply; or
 - (2) If any other insurer has a duty to defend.
- b. Where we have the duty to defend, we may, at our discretion, investigate any “occurrence” or offense and settle any claim or “suit”.
- c. Where we have no duty to defend, we have the right to participate in the investigation and settlement of any claim, and defense of any “suit”, that we feel may create liability on our part under the terms and conditions of this policy. If we exercise this right, we will do so at our own expense.
- d. Our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements. However, if the Limits of Insurance of any “underlying insurance” are reduced by defense or claim expense under the terms of that policy, then our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, and defense or claim expense as defined in the “underlying insurance”.

III. WHO IS AN INSURED

1. Coverage A – Follow Form Excess Liability Who Is An Insured:

The following persons or organizations qualify as an insured:

- a. The named insured stated in Item 1 of the Declarations; and
- b. Any other person or organization qualifying as an insured under the “underlying insurance” but not beyond the extent of any limitation imposed under any contract or agreement.

If coverage provided to an Additional Insured is required by contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance required by the contract, less any amounts payable by “underlying insurance”.

Additional Insured coverage provided by this insurance will not be broader than

coverage provided by the “underlying insurance”. The inclusion of Additional Insureds does not increase the Limit of Insurance.

2. Coverage B – Umbrella Liability Who Is An Insured:

- a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are 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.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect their duties as trustees.
- b. Each of the following is also an insured:
 - (1) Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” is an insured for:
 - (a) “Bodily injury”, “personal injury” or “advertising injury”:

- (i) To you, to your partners or members (if you are a partnership or joint venture), 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;
 - (ii) To the spouse, child, parent, brother or sister of the “employee” or “volunteer worker” as a consequence of paragraph (a)(1) above;
 - (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (a)(1) or (a)(2) above; or
 - (iv) Arising out of his or her providing or failing to provide professional health care services.
- (b) “Property Damage” to property:
- (i) Owned, occupied or used by;
 - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- (2) Any person (other than your “employee” or “volunteer worker”), or any organization while acting as your real estate manager.
- (3) Any person or organization having proper temporary custody of your property if you die, but only:
- (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
- (4) 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 Coverage Part.

- c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,

- (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- (2) Coverage does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
- (3) Coverage does not apply to “personal injury” and “advertising injury” arising out of an offense committed before you acquired or formed the organization.

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

IV. COVERAGE TERRITORY

1. Coverage A – Follow Form Excess Liability:

With respect to **Coverage A – Follow Form Excess Liability**, this insurance applies anywhere that the applicable “underlying insurance” applies.

2. Coverage B – Umbrella Liability:

With respect to **Coverage B – Umbrella Liability**, this insurance applies anywhere in the world, with the exception of any country or jurisdiction subject to sanctions or embargo by the United States of America.

V. SUPPLEMENTAL PAYMENTS

Applicable to Both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**

- 1. We will pay the following expenses in addition to the Limit of Insurance with respect to any claim we investigate or settle, or any “suit” against an insured we defend, to the extent such expenses are not covered by “underlying insurance” or “other insurance”:
 - a. All expenses we incur.
 - b. Up to \$2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this coverage applies. We do not have to furnish these bonds.

- c. The premium costs of appellate bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
 - d. Reasonable expenses incurred by an insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.
 - e. All costs taxed against an insured in the "suit", except any:
 - (1) Attorneys' fees or litigation expenses; or
 - (2) Other loss, cost or expense in connection with any injunction or equitable relief.
 - f. Pre-judgment 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 pre-judgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that is within our applicable limit of insurance.
2. Our obligation to make these payments ends when we have used up the applicable Limit of Insurance.
 3. If the Limits of Insurance of any "underlying insurance" are reduced by defense expense or claim expense as defined under the terms of that policy, then any Supplemental Payments we make that meet the "underlying insurance" definition of defense expense or claim expense will reduce our applicable Limits of Insurance in the same manner.
 4. If the law of a country or jurisdiction prohibits us from paying a Supplementary Payment, we will reimburse you for a Supplementary Payment you have incurred with our consent.

VI. LIMITS OF INSURANCE

Applicable to Both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**

1. The limits of insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;

- c. Persons or organizations making claims or bringing "suits"; or
 - d. Coverages provided by this policy.
2. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages included in the "products - completed operations hazard".
 3. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages to which this insurance applies, except:
 - a. Damages Included in the "products - completed operations hazard"; or
 - b. Otherwise covered by "underlying insurance", but to which no aggregate limit in such "underlying insurance" applies.
 4. Subject to the applicable Aggregate Limit, the Each Occurrence Limit shown in the Declarations is the most we will pay for damages arising out of any one "occurrence" or offense under **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability** combined, even if such loss is or otherwise would be covered in whole or part under more than one "underlying insurance".
 5. Any amount paid for loss will reduce the amount of the applicable Aggregate Limit available for any other payments.
 6. If the applicable Aggregate Limit has been reduced to any amount that is less than the Each Occurrence Limit, the remaining amount of such applicable Aggregate Limit is the most that will be available for any other payments.
 7. If the Limits of Insurance of any "underlying insurance" are reduced by defense or claim expenses under the terms of that policy, then any defense or claim expense payments we make to defend any insured will reduce our applicable Limits of Insurance in the same manner.
 8. The Aggregate Limits of this policy apply separately to each consecutive annual period. If our policy period is extended to a period greater than twelve (12) months, the extended period will be considered part of the original policy period for determining the Limits of Insurance.

VII. EXCLUSIONS

1. Applicable to both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**

This insurance does not apply to:

a. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Any liability or expense arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if claims are made or "suits" brought for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to liability or expense because of "bodily injury".

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

b. Asbestos

"Bodily injury", "property damage", "personal injury" or "advertising injury" or any other injury, damage, loss cost or expense arising out of any actual or alleged:

- (1) Inhaling, ingesting or prolonged physical exposure by any person to asbestos or asbestos fibers or goods or products containing asbestos;
- (2) Use of asbestos in constructing or manufacturing any good, product or structure;
- (3) Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of asbestos or asbestos fibers from any good, product or structure;

- (4) Manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos;
- (5) Products manufactured, sold, handled or distributed by or on behalf of the insured which contain asbestos; or
- (6) Acts or omissions of the insured in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing or disposal of asbestos, asbestos fibers or products containing asbestos. General supervision includes the rendering of or failure to render any instructions, recommendations, warnings or advice.

c. Damage to Property

"Property damage" or related expenses arising from damage to or loss of use of:

- (1) Real property owned, leased, occupied or in the care, custody or control of any insured;
- (2) Real property loaned to any insured;
- (3) That particular part of real property on which you or any contractors or subcontractors working directly on your behalf are performing operations, if the "property damage" arises out of those operations.
- (4) That particular part of any property that must be restored repaired or replaced because "your work" was incorrectly performed on it.
- (5) Personal property in the care, custody or control of the insured.
- (6) Paragraphs (2) and (3) above do not apply to liability assumed under a sidetrack agreement.
- (7) Paragraph (4) above does not apply to "property damage" included in the "Products Completed Operations Hazard".

d. Employment Related Practices

Any claim by or on behalf of:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment,

humiliation, discrimination or malicious prosecution directed at that person; or

- (2) Any person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (1) above is directed.

This exclusion applies:

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

e. Miscellaneous Laws

Any liability or expense under any of the following:

- (1) Any obligation of the insured under a workers' compensation, disability, benefits or unemployment compensation law or any similar law;
- (2) Any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any similar local, state, federal or foreign law or regulations; or
- (3) Any uninsured or underinsured motorist, no-fault, medical payments, first party personal injury or similar law.

f. Nuclear Liability

"Nuclear Energy Hazards".

g. Recall of Products, Work or Impaired Property

Damages claimed for any loss of use, cost, or expense related to recall, withdrawal, disposal or removal of, inspection, repair or replacement of:

- (1) "Your product"
- (2) "Your work", or
- (3) "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.

h. Recording and Distribution of Material in Violation of Law

Any liability or expense arising out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) The Fair Credit Reporting Act (FCRA) and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

i. War

Any liability or expense arising out of "war".

2. Applicable to Coverage A – Follow Form Excess Liability only:

This insurance does not apply to:

a. Pollution

- (1) Any "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":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be

held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site, or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured other than the additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.; or
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception

does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order, statutory, or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, paragraphs (2)(a) and (2)(b) above do not apply to liability for damages because of “property damage” that an insured would have in the absence of such request, demand, order or statutory or regulatory requirement or such claim or “suit” by or on behalf of a governmental authority.

- (3) As used in this exclusion, a hostile fire is one which becomes uncontrollable or breaks out from where it was intended to be.

3. Applicable to Coverage B – Umbrella Liability only:

This insurance does not apply to:

a. Aircraft, “Unmanned Aircraft”, “Auto” or Watercraft:

Any liability or expense arising out of the ownership, maintenance, operation, use, entrustment to others, or loading or unloading of any:

- (1) Aircraft owned by you or rented, loaned or chartered by or on behalf of you without crew;
- (2) “Unmanned aircraft”;
- (3) “Auto”; or
- (4) Watercraft owned by you except watercraft while ashore on premises you own or rent.

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.

b. Contractual Liability

Any liability for which any insured is obligated to pay damages by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury”, “personal injury”, “advertising injury” or “property damage” occurs after the execution of the contract or agreement; or
- (2) That any insured would have in the absence of the contract or agreement.

c. Damage to “Your Product”, “Your Work” or “Impaired Property”

“Property damage” to:

- (1) “Your product” arising out of it or any part of it; and
- (2) “Your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

Paragraphs (1) and (2) above do not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- (3) “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 perform a contract or agreement in accordance with its terms.

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.

d. Directors and Officers

Any liability or expense for a wrongful act, error, omission or breach of duty by an insured in the performance of the office of director, officer or trustee of an organization.

e. Employers Liability

Any injury to:

- (1) Any “employee” of an insured arising out of and in the course of:
 - (a) Employment by an insured; or
 - (b) Performing duties related to the conduct of an insured’s business; or
- (2) Any person as a consequence of paragraph (1) above.

This exclusion applies:

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

This exclusion does not apply to liability assumed by an insured under an “insured contract”.

f. Expected or Intended Injury

“Bodily injury”, “property damage”,

“personal injury” or “advertising injury” expected or intended from the standpoint of the insured.

This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.

g. Liquor Liability

Any liability or expense for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person; or
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (4) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (5) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

h. Maintenance, Prevention or Enhancement

To any liability or expense incurred by an insured or any others for any:

- (1) maintenance or enhancement of any property; or
- (2) prevention of any injury or damage to any:
 - (a) person or organization; or
 - (b) property you own, rent or occupy.

i. “Personal Injury” and “Advertising Injury”

Any liability or expense for “personal injury” and “advertising injury”:

- (1) 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”;
- (2) Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity;

- (3) Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of the insured;
- (5) For which the insured has assumed 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;
- (6) Arising out of a breach of contract, except an implied contract to use another’s advertising idea in your “advertisement”;
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your “advertisement”;
- (8) Arising out of the wrong description of the price of goods, products or services stated in your “advertisement”;
- (9) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another’s advertising idea in your “advertisement”.

However, this exclusion does not apply to infringement, in your “advertisement” of copyright or slogan.

(10) Arising out of:

- (a) The controlling, creating, designing or developing of another’s internet site;
- (b) The controlling, creating, designing, developing, determining or providing content or material of another’s internet site;
- (c) The controlling, facilitating or providing, or failing to control, facilitate or provide, access to the internet or another’s internet site; or
- (d) Publication of content or material on or from the internet, other than material developed by you or at your direction.

(11) Arising out of an electronic chat room or bulletin board the insured hosts,

owns, or over which the insured exercises control;

- (12) Arising out of the unauthorized use of another's name or product in your email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

j. Pollution

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

k. Professional Liability

Any liability or expense arising out of the rendering of or failure to render any professional or quasi-professional service (whether or not such service requires certification or licensing), advice or instruction by you or on your behalf, or from whom any of you assumed liability by reason of a contract or agreement, regardless of whether any such service, advice or instruction is ordinary to any insured's profession.

l. Punitive Damages

Any sum awarded for punitive damages, exemplary damages, multiplied damages, taxes, fines, or penalties.

VIII. CONDITIONS

Applicable to Both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**

1. Appeals

We may elect to initiate or participate in an appeal of a judgment if such judgment could result in a payment under this insurance.

If we so elect, we shall be liable for all expenses we incur incidental to such appeal, but in no case will the amount we pay for loss exceed the Limits of Insurance.

2. Bankruptcy

The bankruptcy of any insured or insured's estate will not relieve us of our obligations under this policy.

In the event of bankruptcy or insolvency of the provider of any "underlying insurance", the insurance provided by this policy will not replace such "underlying insurance" and applies as though such "underlying insurance" was available and collectible.

3. Cancellation and Non-Renewal

- a. The first Named Insured may cancel this policy by mailing or delivering to us, our authorized agent or broker, advance written notice of cancellation stating when the cancellation is to take effect.
- b. We may cancel this policy or any of its individual coverages by mailing to the first Named Insured a written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 60 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.
- f. If we decide not to renew, we will mail to the first Named Insured written notice of non-renewal not less than sixty (60) days before the expiration date.
- g. Proof of mailing will be sufficient proof of notice.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized to make changes with our consent. This policy's

terms can be amended or waived only by endorsement issued by us or made a part of this policy.

5. Currency

All payments or reimbursements we make for damages because of judgments or settlements will be made in United States currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums.

6. Duties in the Event of "Occurrence", Offense, Claim or "Suit"

a. You must see to it that we are notified as soon as practicable of any "occurrence" or offense to which this insurance may apply. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature of any injury or damage arising out of the "occurrence" or offense.

b. You will cooperate with the "underlying insurer" as required by the terms of their policies and comply with all terms and conditions of those policies.

c. If a claim is made or "suit" is brought against any insured to which this insurance may apply, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

d. You and any other involved insured must:

- (1) Send us copies as soon as practicable of any demands, notices, summonses or legal papers received in connection with the claim or "suit" to which this insurance may apply;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which in our opinion may be liable to an insured because of injury or damage to which this insurance applies;
- (5) Notify us as soon as practicable of any judgment or settlement of any claim or "suit" brought against any insured; and
- (6) Not voluntarily make a payment, assume any obligation or incur any

expense without our consent, except at that insured's own cost.

7. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward. We have the right to make copies of those books and records.

8. First Named Insured

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums, the receiving of return premiums, the receipt and acceptance of this policy and any endorsements, and will act on behalf of all other insureds for the giving and receiving of notice of cancellation or any other notice required under this policy or by statute or regulation.

9. Inspections and Surveys

a. We have the right but not the duty to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

b. 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:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

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

10. Joint Duties in Non-Admitted Jurisdictions

With respect to an "occurrence", offense, claim or "suit" that arises in a non-admitted jurisdiction and to which this insurance applies:

a. If we are prevented by law in any country or jurisdiction from fulfilling our duty to defend you or to investigate claims, you will be responsible for arranging for the defense or investigation under our supervision. We will reimburse you for all reasonable and necessary expense incurred which we would have paid if we

had defended the “suit” or investigated the claim; and

- b. If we are prevented by law in any country or jurisdiction from paying damages to which this insurance applies, you may pay the damages with our consent. Upon proof of the payments, we will reimburse you for such damages subject to the applicable Limit of Insurance.

11. Legal Action Against Us

No person or organization has a right under this policy:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, 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 Limits of Insurance.

An agreed settlement means a settlement and release of liability signed by us, an insured and the claimant or the claimant's legal representative.

12. Maintenance of “underlying insurance

- a. You agree to maintain the “underlying insurance” in full force and effect during the term of this policy. “underlying insurance” will not be cancelled, non-renewed or rescinded without replacement coverage to which we agree. You must notify us as soon as practicable if any “underlying insurance” is no longer valid or in full force and effect.
- b. The terms and conditions of “underlying insurance” will not materially change, unless we agree otherwise. The terms and conditions or renewals or replacements of “underlying insurance” will be materially the same as prior coverage unless we agree otherwise.
- c. The total applicable limits of “underlying insurance” shall not decrease, except for any reduction or exhaustion of aggregate limits by payment of loss. Reduction or exhaustion of any aggregate limit of liability or limit of insurance in any “underlying insurance” by payments for judgments, settlements or expense will not be a failure to maintain “underlying insurance” in full force and effect.

- d. No statement contained in this Condition limits our right to cancel or not renew this policy.

- e. Your failure to comply will not invalidate this policy, but this policy will apply as if the “underlying insurance” was so maintained.

13. Other Insurance

- a. This insurance is excess over any “other insurance”, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically purchased as excess over this policy.
- b. We have no duty to defend the insured against any claim or “suit” if any other insurer has a duty to defend such insured against that claim or “suit”.
- c. This insurance is not subject to the terms or conditions of any “other insurance”.
- d. We will pay only our share of the amount of loss, if any, that exceeds the sum of the total:
 - (1) Amount that all “other insurance” would pay for loss in the absence of this insurance; and
 - (2) Of all deductible and self-insurance amounts under all “other insurance”.

14. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums applicable to this insurance.
- b. If the premium for this policy is stated in the Declarations as being subject to adjustment, at the close of each audit period, we will compute the earned premium for that period using the rates and rating basis shown on the Declarations or as stated in an endorsement issued by us. Audit premiums are due and payable on notice to the first Named insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, but not if such audit premium is less than the minimum premium shown in the Declarations.
- c. The first Named Insured must keep records of the information we need for premium computation and send us copies as we may request.

15. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

16. Separation of Insureds

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

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

17. Titles of Paragraphs

The titles of paragraphs in this policy are inserted solely for convenience or reference. Such titles do not limit, define or affect the provisions to which they relate.

18. Transfer of Rights of Recovery Against Others to Us

If an insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. An insured must do nothing after loss to impair such rights. At our request, an insured will bring "suit" or transfer those rights to us and help us enforce them.

Any recoveries will be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of their respective recoveries.

19. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

If you die, your rights and duties are transferred to your legal representative, but only while that legal representative is acting within the scope of their duties as such. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

IX. DEFINITIONS

Applicable to Both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella**

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 purpose 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"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. The use of another's advertising idea in your "advertisement"; or
 - b. Infringing upon another's copyright or slogan in your "advertisement".
3. **"Auto"** means:
 - a. A land motor vehicle, trailer or semi-trailer 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 bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
5. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
6. **"Executive Officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. **"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 the 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.

8. “Insured contract” means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume, the tort liability of another party to pay for “bodily injury” or “property damage” to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for “bodily injury” or “property damage” arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured’s rendering or failure to render professional services, including those listed in paragraph (2) above and supervisory, inspection or engineering activities.

- 9. **“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”.

- 10. **“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”.

- 11. **“Mobile Equipment”** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, fork-lifts and other vehicles designed by 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, shoves, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in 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 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 vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

12. "Nuclear Energy Hazard"

Any liability or expense:

- a. With respect to which an insured under this policy is also an insured under a nuclear energy policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any other similar foreign or domestic authority of any jurisdiction, or their successors, or would be an insured under any such policy of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- b. Resulting from the hazardous properties of nuclear material and with respect to which:
 - (1) Any person or entity is required to maintain financial protection pursuant

to the Atomic Energy Act of 1954, of any law amendatory thereof or of any similar law or regulation of any other foreign or domestic authority or jurisdiction; or

- (2) Any insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any other foreign or domestic governmental entity or any agency thereof, under any agreement entered into by the United States of America, any other foreign or domestic governmental body or any agency thereof, with any person or organization.
- c. To "bodily injury" or "property damage" resulting from the 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 there from.
 - (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 paragraph c. applies only to "Property Damage" to such nuclear facility and any property thereat.

As used in this definition:

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

"Nuclear material" means source material, special nuclear material, or by-products 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:

- (1) 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.
- (2) 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:

- (1) Any nuclear reactor; or
- (2) Any equipment or device designated or used for:
 - (a) Separating the isotopes of uranium or plutonium; or
 - (b) Processing or utilizing spent fuel; or
 - (c) Handling, processing or packaging nuclear waste; or
- (3) Any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of an 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
- (4) 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.

13. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. **"Other Insurance"** means any insurance that may provide coverage to any insured which this policy would also provide, and includes any type of self-insurance or other mechanism arranged for funding of loss. "Other insurance" does not include "underlying insurance" or

insurance specifically purchased as excess over this policy.

15. **"Personal Injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
16. **"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.
17. **"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 of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - 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 the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

18. "Property Damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

19. "Retained Limit" means the amount stated as such in the Declarations for which the insured is responsible with respect to each "occurrence" under Coverage B – Umbrella Liability.

20. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" also includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

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. "Underlying insurance" means the liability insurance coverage provided under policies shown in the Schedule of Underlying Insurance for the limits and policy periods indicated. It includes any policies issued to replace those

policies during the term of this insurance that provide:

- a. At least the same limits of liability or limits of insurance; and
- b. The same hazards insured against, except as modified by general program revisions or as agreed to by us in writing.

23. "Underlying Insurer" means any insurer who issues a policy of "underlying insurance".

24. "Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

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

25. "War" means:

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

26. "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.

27. "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.

QUISITIVE LLC
1431 GREENWAY DRIVE STE 1000
IRVING TX 75038

QUISITIVE LLC
1431 GREENWAY DRIVE STE 1000
IRVING TX 75038

QUISITIVE LLC
1431 GREENWAY DRIVE STE 1000
IRVING TX 75038



Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

The Hanover Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Hanover Compliance Department
Toll-free: 1-800-446-8379
Online: www.Hanover.com
Email: Complaints@Hanover.com
Mail: The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-OP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tambien debe presentar una queja a traves del proceso de quejas o de apelaciones de su compania de seguros o HMO. Si no lo hace, podria perder su derecho para apelar.

The Hanover Insurance Company

Para obtener informacion o para presentar una queja ante su compania de seguros o HMO:

Llame a: Hanover Compliance Department
Telefono gratuito: 1-800-446-8379
En linea: www.Hanover.com
Correo electronico: Complaints@Hanover.com
Direccion postal: The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electronico: ConsumerProtection@tdi.texas.gov
Direccion postal: Consumer Protection, MC: CO-OP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030



BUSINESS AUTO CHANGE ENDORSEMENT
ENDORSEMENT EFFECTIVE 07/07/26 NUMBER 01

5H PRO RATA FACTOR: .488

CM

REASON FOR AMENDMENT ADD 30-DAY NOC SF BAY AREA

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
AWX-H844128	01/01/2026 01/01/2027	ALLMERICA FINANCIAL BENEFIT INS	2509544

ITEM ONE: Named Insured and Address

QUISITIVE LLC
1431 GREENWAY DRIVE STE 1000
IRVING TX 75038

Agent

Telephone: 952-653-1000
CHRISTENSEN GROUP INC
9855 W 78TH ST STE 100
EDEN PRAIRIE, MN 55344

Policy Period: Beginning and Ending at 12:01 a.m. Standard Time at the Location of the Described Premises.

Business Type: CORPORATION

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide the insurance stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Please refer to attached schedule(s). This premium may be subject to adjustment.

PREVIOUS PREMIUM \$	9,233.00
NET CHANGE \$	0.00
NEW POLICY PREMIUM \$	9,233.00

Policy Forms, Endorsements and Optional Coverages Attached:

See Forms and Endorsements Schedule

Countersigned this _____ Day of _____

Authorized Representative

This Declaration Page with the Forms and Endorsements, if any, Complete the Policy.

Form 461-0164 (9-00)

Date Issued: 07/10/2026

ORIGINAL/INSURED

Payment Type: DIRECT BILL

GROUP NAME: TECHNOLOGY - SERVICES

GROUP NUMBER: ZTS

BUSINESS AUTO CHANGE ENDORSEMENT
ENDORSEMENT EFFECTIVE 07/07/26 NUMBER 01

5H PRO RATA FACTOR: .488

REASON FOR AMENDMENT ADD 30-DAY NOC SF BAY AREA

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
AWX-H844128	01/01/2026 01/01/2027	ALLMERICA FINANCIAL BENEFIT INS	2509544

ITEM ONE: Named Insured and Address

QUISITIVE LLC
 1431 GREENWAY DRIVE STE 1000
 IRVING TX 75038

Agent

Telephone: 952-653-1000
 CHRISTENSEN GROUP INC
 9855 W 78TH ST STE 100
 EDEN PRAIRIE, MN 55344

Business Auto Forms and Endorsements Schedule

Form Number	Edition Date	Description
CA0001	0306	BUSINESS AUTO COVERAGE
4610631	0521	TEXAS CHANGES
CA0243	0301	TEXAS CHANGES-CAN & NON-RENEW
IL0017	1198	COMMON POLICY CONDITIONS
IL0021	0908	NUCLEAR ENERGY LIAB EXCLUSION
4610493	0425	TEXAS MVCPA FEE
CA2385	0106	EXCLUSION OF TERRORISM
4610676	0723	ADDENDUM TO DECLARATIONS
4610301	0107	NOTICE TO POLICYHOLDER ON TERR
4610265	0906	TX BROADENING ENDORSEMENT
4610478	1212	BLANKET AI PRI & NON CONT
4011235	1214	CANCEL NOTICE TO DESIGNATED



Form 461-0169 (9-00)

Date Issued: 07/10/2026

ORIGINAL/INSURED

Payment Type: DIRECT BILL

BUSINESS AUTO CHANGE ENDORSEMENT
ENDORSEMENT EFFECTIVE 07/07/26 NUMBER 01

5H PRO RATA FACTOR: .488

REASON FOR AMENDMENT ADD 30-DAY NOC SF BAY AREA

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
AWX-H844128	01/01/2026 01/01/2027	ALLMERICA FINANCIAL BENEFIT INS	2509544

ITEM ONE: Named Insured and Address

QUISITIVE LLC
1431 GREENWAY DRIVE STE 1000
IRVING TX 75038

Agent

Telephone: 952-653-1000
CHRISTENSEN GROUP INC
9855 W 78TH ST STE 100
EDEN PRAIRIE, MN 55344

ITEM TWO: SCHEDULE OF COVERAGE AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	08 09	\$1,000,000 COMBINED SINGLE LIMIT	\$9,033
PHYSICAL DAMAGE INS.		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE	
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	08	SEE ITEM THREE FOR DEDUCTIBLE FOR EACH COVERED AUTO FOR ALL LOSS. NO DEDUCTIBLE APPLIES TO LOSS BY FIRE OR LIGHTNING. SEE ITEM FOUR FOR HIRED OR BORROWED 'AUTOS'.	\$1
PHYSICAL DAMAGE COLLISION COVERAGE	08	SEE ITEM THREE FOR DEDUCTIBLE FOR EACH COVERED AUTO. SEE ITEM FOUR FOR HIRED OR BORROWED 'AUTOS'.	\$49
MISCELLANEOUS COV.		MISCELLANEOUS PREMIUM	\$150.00
		ESTIMATED TOTAL (ANNUAL) PREMIUM	\$9233.00
		PREVIOUS PREMIUM	\$9233.00
		NET CHANGE	+ .00
		NEW POLICY PREMIUM	\$9233.00



BUSINESS AUTO CHANGE ENDORSEMENT
ENDORSEMENT EFFECTIVE 07/07/26 NUMBER 01

5H PRO RATA FACTOR: .488

REASON FOR AMENDMENT ADD 30-DAY NOC SF BAY AREA

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
AWX-H844128	01/01/2026 01/01/2027	ALLMERICA FINANCIAL BENEFIT INS	2509544

ITEM ONE: Named Insured and Address

QUISITIVE LLC
1431 GREENWAY DRIVE STE 1000
IRVING TX 75038

Agent

Telephone: 952-653-1000
CHRISTENSEN GROUP INC
9855 W 78TH ST STE 100
EDEN PRAIRIE, MN 55344

ADDITIONAL NAMED INSURED ENDORSEMENT

ITEM 1. OF THE POLICY DECLARATIONS PAGE, NAMED INSURED IS AMENDED TO INCLUDE ALL OF THE FOLLOWING NAMED INSUREDS APPLICABLE TO THIS POLICY:

QUISITIVE LLC
QUISITIVE LTD, LEDGERPAY INC, MENLO TECHNOLOGIES INC,
RBA CONSULTING SOUTHWEST LLC (INACTIVE)
QUISITIVE PAYMENT SOLUTIONS INC, SUPPORT SOLUTIONS INC,
BANKCARD USA MERCHANT SERVICESINC
QUISITIVE TECHNOLOGY SOLUTIONS INC
FUSION AGILETECH PARTNERS INC,MAZIK GLOBAL INC,
MENLO TECHNOLOGIES ACQUISITIONS INC
MIDTECH SOFTWARE SOLUTIONS INC
CATAPULT SYSTEMS LLC



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity Mailing Address or Email Address	Number Days Notice
GOLDMAN SACHS SPECIALTY LENDING GROUP L.P. ON BEHALF OF ITSELF AND AS ADMINISTRATIVE AGENT FOR LENDERS, ITS SUCCESSORS & ASSIGNS 2001 ROSS AVE., SUITE 2800	30
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT RICK MANAGEMENT AND INSURANCE DEPARTMENT - BHQ09 PO BOX 12688 OAKLAND, CA 94604-2688	30

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.





Policy Change # 1 Effective 06/24/2026

This supersedes any previous declarations bearing the same policy number for this policy period

Massachusetts Bay Insurance Company (A Stock Company)
440 Lincoln Street, Worcester, MA 01653-0002
Commercial Line Policy
Common Declarations

CM

Policy Number	Policy Period		Coverage is Provided in the:	Agency Code
	From	To		
ZDX H882874 04	01/01/2026	01/01/2027	Massachusetts Bay Insurance Company	2509544

Named Insured and Address :

Agent :

QUISITIVE LLC
1431 GREENWAY DRIVE STE 1000
IRVING TX 75038

CHRISTENSEN GROUP INC
9855 W 78TH ST STE 100
EDEN PRAIRIE MN 55344

Branch : Minnesota Branch Office

Policy Period : From 01/01/2026 To 01/01/2027

12:01 A.M. Standard Time at Your Mailing Address Shown Above.

Business Description : Microsoft-focused IT consulting organization.

Legal Entity : Limited Liability Corporation

In Consideration of the premium, insurance is provided the Name Insured with respect to those premises described in the attached schedule(s) for which a specific limit of insurance is shown. This is subject to all terms of this policy including Common Policy Conditions. Coverage Parts, Forms and Endorsements may be subject to adjustment and/or a policy minimum premium.

Commercial Property Coverage	\$3,236.00
Commercial General Liability Coverage	\$15,147.00
Commercial Inland Marine Coverage	Not Covered
Commercial Crime Coverage	Not Covered
Commercial Auto Coverage	Not Covered
Total Surcharge Premium	N/A
Additional Premium For Policy Minimum	N/A
** Total	\$18,383.00

Additional/Return Premium for Endorsement :

N/A

****INCLUDES PREMIUM, IF ANY, FOR TERRORISM; REFER TO DISCLOSURE NOTICE**

Countersigned _____ By _____

10 Pay - 20% Down

Group Number ZTS



QUISITIVE LLC

ZDX H882874 04

CHRISTENSEN GROUP INC

This supersedes any previous declaration bearing
the same policy number for this policy period

Endorsement Recap

Endorsement Number: 1 Effective: 06/24/2026

Reason for Endorsement:

Multiple Changes

1. Add 30DNOC

Forms And Endorsement Added / Deleted / Amended

<u>Form Number</u>	<u>Edition Date</u>	<u>Detail</u>	<u>Chg Type</u>	<u>Value</u>
401-1235	12/14	Common	Amended	Notice of Cancellation to Designated Entity(s)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION to designated ENTITy(s)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
 COMMERCIAL PROPERTY COVERAGE PART
 BUSINESS AUTO COVERAGE FORM
 BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
Brandywine Operating Partnership, L.P c/o Brandywine Realty Trust	2929 Walnut Street Suite 1700 Philadelphia, PA 19104	30
City of Austin Financial Services Department	124 W. 8th Street, Ste 300 Austin, TX 78701	30
City of Austin	PO Box 1088 Austin, TX 78767	30
City of Austin Purchasing Office	PO Box 1088 Austin, TX 78767	30
City of Beverly Hills	455 North Rexford Drive Beverly Hills, CA 90210	30
City of Chula Vista ITS Department	276 Fourth Avenue Chula Vista, CA 91910	30
City of Garland	200 N Fifth St. Garland, TX 75040	30
City of Plano Risk Management Division	1520 K Avenue, Suite 117 Plano, TX 75074	30
City of Round Rock	221 East Main Round Rock, TX 78664	30
CPS Energy	500 McCullough Ave San Antonio, TX 78215-2104	30
Osceola County Board of County Commissioner c/o Director of Human Resources	1 Courthouse Square #4200 Kissimmee, FL 34741	30
Southwest Research Institute Attn: Joseph H. Marshall	P O Box 28510 San Antonio, TX 78228	30
State of Nevada State Public Charter School Authority	Attn: Debbie Bowman Carson City, NV 89706	30
Texas DIR	300 West 15th Street # 1300 Austin, TX 78701	30

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
Texas General Land Office	1700 N. Congress Ave., Suite 935 Austin, TX 78701	30
Texas Tech University Health Sciences Center TTMCSW Suite 200J	3601 4th St. STOP 9021 Lubbock, TX 79430	30
The Houston Chronicle	4747 Southwest Freeway Houston, TX 77027	30
Thomas Gallaway Corp DBA Technologent	100 Spectrum Center Drive, Suite 700 Irvine, CA 92618	30
Town Attorney of the Town of Brookhaven	One Independence Hill Farmingville, NY 11738	30
Woodward, Inc.	1081 Woodward Way Fort Collins, CO 80524	30
ACRO SERVICE CORPORATION C/O INSURANCE TRACKING	SERVICES, INC. (ITS) PO BOX 60840, LAS VEGAS, NV 89160	30
Goldman Sachs Specialty Lending Group L.P., on behalf of itself and as Administrative Agent for Lenders, its successors & assigns	2001 Ross Ave Ste 2800 Dallas, TX 75201	30
Goldman Sachs Specialty Lending Group L.P. on behalf of itself and as Administrative Agent for Lenders, its successors & assigns	2001 Ross Ave. Suite 2800 Dallas TX, 75201	30
San Francisco Bay Area Rapid Transit District Risk Management and Insurance Dept-BHQ09	PO Box 12688 Oakland, CA 94604-2688	30

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

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

We will not pay sums or perform acts or services unless explicitly provided for in this policy.

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.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of this policy.

I. INSURING AGREEMENTS

1. Coverage A – Follow Form Excess Liability Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the “underlying insurance” which the insured becomes legally obligated to pay as damages, provided:
 - (1) Such damages are covered by “underlying insurance”;
 - (2) The event which triggers coverage on the “underlying insurance” takes place during the policy period of this insurance, and
 - (3) The applicable Limit of Insurance of the “underlying insurance” is exhausted by payment of judgments, settlements, related costs or expenses for damages also covered under this policy. We will not pay if the Limit of Insurance of “underlying insurance” is exhausted by payment for damages to which this insurance does not also apply.
- b. We will not pay damages that the “underlying insurance” does not pay for any reason other than exhaustion of limits of the “underlying insurance” by payment of judgments, settlements, related costs or expenses.
- c. The terms and conditions of the “underlying insurance” in effect at the inception of this policy apply unless they are inconsistent with the terms and conditions of this policy.
- d. The amount we will pay for damages is limited as described in section **VI. LIMITS OF INSURANCE**.
- e. We have no obligation under this insurance with respect to any claim or “suit” settled without our consent.

- f. This policy does not apply to any part of loss within the Limit of Insurance of “underlying insurance”, or any related costs or expenses.

- g. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under section **II. DEFENSE AND SETTLEMENT** and section **V. SUPPLEMENTAL PAYMENTS**.

2. Coverage B – Umbrella Liability Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the “retained limit” shown in the Declarations which the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage”, “personal injury” and “advertising injury” to which this coverage applies, provided:

(1) The:

- (a) “Bodily injury” or “property damage” is caused by an “occurrence”; or
- (b) “Personal injury” and “advertising injury” is caused by an offense arising out of your business;

Which took place within the coverage territory as described in section **IV. COVERAGE TERRITORY**;

- (2) The “bodily injury” or “property damage” occurs during the policy period, and the offense causing “personal injury” or “advertising injury” is first committed during our policy period; and
- (3) Prior to the policy period, no insured and no “employee” authorized by you to give or receive notice of an “occurrence”, offense or claim, knew that the “bodily injury”, “property

damage", "personal injury" or "advertising injury" had occurred, in whole or in part. If such an insured or authorized "employee" knew, prior to the policy period, that the "bodily injury", "property damage", "personal injury" or "advertising injury" occurred, then any continuation, change or resumption of such "bodily injury", "property damage", "personal injury" or "advertising injury" during or after the policy period will be deemed to have been known prior to the policy period.

However, "bodily injury", "property damage", "personal injury" or "advertising injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured or by any "employee" authorized by you to give or receive notice of an "occurrence", offense or claim, includes any continuation, change or resumption of that "bodily injury", "property damage", "personal injury" or "advertising injury" after the end of the policy period.

- b. "Bodily injury", "property damage", "personal injury" or "advertising injury" will be deemed to have been known to have occurred at the earliest time when any insured, or any "employee" authorized by you to give or receive notice of an "occurrence", offense or claim:
 - (1) Reports all or any part of the "bodily injury", "property damage", "personal injury" or "advertising injury" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury", "property damage", "personal injury" or "advertising injury"; or
 - (3) Becomes aware by any other means that "bodily injury", "property damage", "personal injury" or "advertising injury" has occurred or has begun to occur.
- c. **Coverage B – Umbrella Liability Insuring Agreement** does not apply to:
 - (1) Any claim or "suit" which is covered by "underlying insurance" regardless of whether or not the "underlying insurance" is available or the limits have been exhausted;
 - (2) Any claim or "suit" covered by **Coverage A – Follow Form Excess Liability Insurance** of this policy; or

(3) Any costs or expenses related to loss as described by c.(1) or c.(2) above.

d. The amount we will pay for damages is limited as described in section **VI. LIMITS OF INSURANCE**.

e. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.

f. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under section

II. DEFENSE AND SETTLEMENT and section **V. SUPPLEMENTARY PAYMENTS**.

II. DEFENSE AND SETTLEMENT

1. Coverage A – Follow Form Excess Liability Defense and Settlement:

a. We have the right and duty to defend the insured against any "suit" seeking damages to which this insurance applies. If the "underlying insurer" defends a "suit" even if such "suit" is groundless, false or fraudulent, we will also defend such a "suit". We have no duty to defend any person or organization against any claim or "suit":

(1) To which this insurance does not apply; or

(2) If any other insurer has a duty to defend.

b. Where we have the duty to defend, we may, at our discretion, investigate any occurrence or offense and settle any claim or "suit".

c. Where we have no duty to defend, we have the right to participate in the investigation and settlement of any claim, and defense of any "suit", that we feel may create liability on our part under the terms and conditions of this policy. If we exercise this right, we will do so at our own expense.

d. Our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements. However, if the Limits of Insurance of any "underlying insurance" are reduced by defense or claim expense under the terms of that policy, then our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, and defense or claim expense as defined in the "underlying insurance".

2. Coverage B – Umbrella Liability Defense and Settlement:

- a. We have the right and duty to defend the insured against any “suit” because of “bodily injury”, “property damage”, “personal injury” or “advertising injury” to which this insurance applies, even if such “suit” is groundless, false or fraudulent. We have no duty to defend any person or organization against any claim or “suit”:
 - (1) To which this insurance does not apply; or
 - (2) If any other insurer has a duty to defend.
- b. Where we have the duty to defend, we may, at our discretion, investigate any “occurrence” or offense and settle any claim or “suit”.
- c. Where we have no duty to defend, we have the right to participate in the investigation and settlement of any claim, and defense of any “suit”, that we feel may create liability on our part under the terms and conditions of this policy. If we exercise this right, we will do so at our own expense.
- d. Our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements. However, if the Limits of Insurance of any “underlying insurance” are reduced by defense or claim expense under the terms of that policy, then our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, and defense or claim expense as defined in the “underlying insurance”.

III. WHO IS AN INSURED

1. Coverage A – Follow Form Excess Liability Who Is An Insured:

The following persons or organizations qualify as an insured:

- a. The named insured stated in Item 1 of the Declarations; and
- b. Any other person or organization qualifying as an insured under the “underlying insurance” but not beyond the extent of any limitation imposed under any contract or agreement.

If coverage provided to an Additional Insured is required by contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance required by the contract, less any amounts payable by “underlying insurance”.

Additional Insured coverage provided by this insurance will not be broader than

coverage provided by the “underlying insurance”. The inclusion of Additional Insureds does not increase the Limit of Insurance.

2. Coverage B – Umbrella Liability Who Is An Insured:

- a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are 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.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect their duties as trustees.
- b. Each of the following is also an insured:
 - (1) Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” is an insured for:
 - (a) “Bodily injury”, “personal injury” or “advertising injury”:

- (i) To you, to your partners or members (if you are a partnership or joint venture), 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;
 - (ii) To the spouse, child, parent, brother or sister of the "employee" or "volunteer worker" as a consequence of paragraph (a)(1) above;
 - (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (a)(1) or (a)(2) above; or
 - (iv) Arising out of his or her providing or failing to provide professional health care services.
- (b) "Property Damage" to property:
- (i) Owned, occupied or used by;
 - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- (2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- (3) Any person or organization having proper temporary custody of your property if you die, but only:
- (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
- (4) 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 Coverage Part.

- c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,

- (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- (2) Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Coverage does not apply to "personal injury" and "advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

IV. COVERAGE TERRITORY

1. Coverage A – Follow Form Excess Liability:

With respect to **Coverage A – Follow Form Excess Liability**, this insurance applies anywhere that the applicable "underlying insurance" applies.

2. Coverage B – Umbrella Liability:

With respect to **Coverage B – Umbrella Liability**, this insurance applies anywhere in the world, with the exception of any country or jurisdiction subject to sanctions or embargo by the United States of America.

V. SUPPLEMENTAL PAYMENTS

Applicable to Both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**

- 1. We will pay the following expenses in addition to the Limit of Insurance with respect to any claim we investigate or settle, or any "suit" against an insured we defend, to the extent such expenses are not covered by "underlying insurance" or "other insurance":
 - a. All expenses we incur.
 - b. Up to \$2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this coverage applies. We do not have to furnish these bonds.

- c. The premium costs of appellate bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
 - d. Reasonable expenses incurred by an insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.
 - e. All costs taxed against an insured in the "suit", except any:
 - (1) Attorneys' fees or litigation expenses; or
 - (2) Other loss, cost or expense in connection with any injunction or equitable relief.
 - f. Pre-judgment 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 pre-judgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that is within our applicable limit of insurance.
2. Our obligation to make these payments ends when we have used up the applicable Limit of Insurance.
 3. If the Limits of Insurance of any "underlying insurance" are reduced by defense expense or claim expense as defined under the terms of that policy, then any Supplemental Payments we make that meet the "underlying insurance" definition of defense expense or claim expense will reduce our applicable Limits of Insurance in the same manner.
 4. If the law of a country or jurisdiction prohibits us from paying a Supplementary Payment, we will reimburse you for a Supplementary Payment you have incurred with our consent.

VI. LIMITS OF INSURANCE

Applicable to Both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**

1. The limits of insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;

- c. Persons or organizations making claims or bringing "suits"; or
 - d. Coverages provided by this policy.
2. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages included in the "products - completed operations hazard".
 3. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages to which this insurance applies, except:
 - a. Damages Included in the "products - completed operations hazard"; or
 - b. Otherwise covered by "underlying insurance", but to which no aggregate limit in such "underlying insurance" applies.
 4. Subject to the applicable Aggregate Limit, the Each Occurrence Limit shown in the Declarations is the most we will pay for damages arising out of any one "occurrence" or offense under **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability** combined, even if such loss is or otherwise would be covered in whole or part under more than one "underlying insurance".
 5. Any amount paid for loss will reduce the amount of the applicable Aggregate Limit available for any other payments.
 6. If the applicable Aggregate Limit has been reduced to any amount that is less than the Each Occurrence Limit, the remaining amount of such applicable Aggregate Limit is the most that will be available for any other payments.
 7. If the Limits of Insurance of any "underlying insurance" are reduced by defense or claim expenses under the terms of that policy, then any defense or claim expense payments we make to defend any insured will reduce our applicable Limits of Insurance in the same manner.
 8. The Aggregate Limits of this policy apply separately to each consecutive annual period. If our policy period is extended to a period greater than twelve (12) months, the extended period will be considered part of the original policy period for determining the Limits of Insurance.

VII. EXCLUSIONS

1. Applicable to both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**
This insurance does not apply to:

a. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Any liability or expense arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if claims are made or "suits" brought for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to liability or expense because of "bodily injury".

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

b. Asbestos

"Bodily injury", "property damage", "personal injury" or "advertising injury" or any other injury, damage, loss cost or expense arising out of any actual or alleged:

- (1) Inhaling, ingesting or prolonged physical exposure by any person to asbestos or asbestos fibers or goods or products containing asbestos;
- (2) Use of asbestos in constructing or manufacturing any good, product or structure;
- (3) Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of asbestos or asbestos fibers from any good, product or structure;

- (4) Manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos;
- (5) Products manufactured, sold, handled or distributed by or on behalf of the insured which contain asbestos; or
- (6) Acts or omissions of the insured in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing or disposal of asbestos, asbestos fibers or products containing asbestos. General supervision includes the rendering of or failure to render any instructions, recommendations, warnings or advice.

c. Damage to Property

"Property damage" or related expenses arising from damage to or loss of use of:

- (1) Real property owned, leased, occupied or in the care, custody or control of any insured;
- (2) Real property loaned to any insured;
- (3) That particular part of real property on which you or any contractors or subcontractors working directly on your behalf are performing operations, if the "property damage" arises out of those operations.
- (4) That particular part of any property that must be restored repaired or replaced because "your work" was incorrectly performed on it.
- (5) Personal property in the care, custody or control of the insured.
- (6) Paragraphs (2) and (3) above do not apply to liability assumed under a sidetrack agreement.
- (7) Paragraph (4) above does not apply to "property damage" included in the "Products Completed Operations Hazard".

d. Employment Related Practices

Any claim by or on behalf of:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment,

humiliation, discrimination or malicious prosecution directed at that person; or

- (2) Any person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (1) above is directed.

This exclusion applies:

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

e. Miscellaneous Laws

Any liability or expense under any of the following:

- (1) Any obligation of the insured under a workers' compensation, disability, benefits or unemployment compensation law or any similar law;
- (2) Any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any similar local, state, federal or foreign law or regulations; or
- (3) Any uninsured or underinsured motorist, no-fault, medical payments, first party personal injury or similar law.

f. Nuclear Liability

"Nuclear Energy Hazards".

g. Recall of Products, Work or Impaired Property

Damages claimed for any loss of use, cost, or expense related to recall, withdrawal, disposal or removal of, inspection, repair or replacement of:

- (1) "Your product"
- (2) "Your work", or
- (3) "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.

h. Recording and Distribution of Material in Violation of Law

Any liability or expense arising out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) The Fair Credit Reporting Act (FCRA) and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

i. War

Any liability or expense arising out of "war".

2. Applicable to Coverage A – Follow Form Excess Liability only:

This insurance does not apply to:

a. Pollution

- (1) Any "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":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be

held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site, or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured other than the additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.; or
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception

does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order, statutory, or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, paragraphs (2)(a) and (2)(b) above do not apply to liability for damages because of “property damage” that an insured would have in the absence of such request, demand, order or statutory or regulatory requirement or such claim or “suit” by or on behalf of a governmental authority.

- (3) As used in this exclusion, a hostile fire is one which becomes uncontrollable or breaks out from where it was intended to be.

3. Applicable to Coverage B – Umbrella Liability only:

This insurance does not apply to:

a. Aircraft, “Unmanned Aircraft”, “Auto” or Watercraft:

Any liability or expense arising out of the ownership, maintenance, operation, use, entrustment to others, or loading or unloading of any:

- (1) Aircraft owned by you or rented, loaned or chartered by or on behalf of you without crew;
- (2) “Unmanned aircraft”;
- (3) “Auto”; or
- (4) Watercraft owned by you except watercraft while ashore on premises you own or rent.

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.

b. Contractual Liability

Any liability for which any insured is obligated to pay damages by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury”, “personal injury”, “advertising injury” or “property damage” occurs after the execution of the contract or agreement; or
- (2) That any insured would have in the absence of the contract or agreement.

c. Damage to “Your Product”, “Your Work” or “Impaired Property”

“Property damage” to:

- (1) “Your product” arising out of it or any part of it; and
- (2) “Your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

Paragraphs (1) and (2) above do not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- (3) “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 perform a contract or agreement in accordance with its terms.

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.

d. Directors and Officers

Any liability or expense for a wrongful act, error, omission or breach of duty by an insured in the performance of the office of director, officer or trustee of an organization.

e. Employers Liability

Any injury to:

- (1) Any “employee” of an insured arising out of and in the course of:
 - (a) Employment by an insured; or
 - (b) Performing duties related to the conduct of an insured’s business; or
- (2) Any person as a consequence of paragraph (1) above.

This exclusion applies:

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

This exclusion does not apply to liability assumed by an insured under an “insured contract”.

f. Expected or Intended Injury

“Bodily injury”, “property damage”,

“personal injury” or “advertising injury” expected or intended from the standpoint of the insured.

This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.

g. Liquor Liability

Any liability or expense for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person; or
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (4) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (5) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

h. Maintenance, Prevention or Enhancement

To any liability or expense incurred by an insured or any others for any:

- (1) maintenance or enhancement of any property; or
- (2) prevention of any injury or damage to any:
 - (a) person or organization; or
 - (b) property you own, rent or occupy.

i. “Personal Injury” and “Advertising Injury”

Any liability or expense for “personal injury” and “advertising injury”:

- (1) 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”;
- (2) Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity;

- (3) Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of the insured;
- (5) For which the insured has assumed 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;
- (6) Arising out of a breach of contract, except an implied contract to use another’s advertising idea in your “advertisement”;
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your “advertisement”;
- (8) Arising out of the wrong description of the price of goods, products or services stated in your “advertisement”;
- (9) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another’s advertising idea in your “advertisement”.

However, this exclusion does not apply to infringement, in your “advertisement” of copyright or slogan.

(10) Arising out of:

- (a) The controlling, creating, designing or developing of another’s internet site;
- (b) The controlling, creating, designing, developing, determining or providing content or material of another’s internet site;
- (c) The controlling, facilitating or providing, or failing to control, facilitate or provide, access to the internet or another’s internet site; or
- (d) Publication of content or material on or from the internet, other than material developed by you or at your direction.

(11) Arising out of an electronic chat room or bulletin board the insured hosts,

owns, or over which the insured exercises control;

- (12) Arising out of the unauthorized use of another's name or product in your email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

j. Pollution

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

k. Professional Liability

Any liability or expense arising out of the rendering of or failure to render any professional or quasi-professional service (whether or not such service requires certification or licensing), advice or instruction by you or on your behalf, or from whom any of you assumed liability by reason of a contract or agreement, regardless of whether any such service, advice or instruction is ordinary to any insured's profession.

l. Punitive Damages

Any sum awarded for punitive damages, exemplary damages, multiplied damages, taxes, fines, or penalties.

VIII. CONDITIONS

Applicable to Both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**

1. Appeals

We may elect to initiate or participate in an appeal of a judgment if such judgment could result in a payment under this insurance.

If we so elect, we shall be liable for all expenses we incur incidental to such appeal, but in no case will the amount we pay for loss exceed the Limits of Insurance.

2. Bankruptcy

The bankruptcy of any insured or insured's estate will not relieve us of our obligations under this policy.

In the event of bankruptcy or insolvency of the provider of any "underlying insurance", the insurance provided by this policy will not replace such "underlying insurance" and applies as though such "underlying insurance" was available and collectible.

3. Cancellation and Non-Renewal

- a. The first Named Insured may cancel this policy by mailing or delivering to us, our authorized agent or broker, advance written notice of cancellation stating when the cancellation is to take effect.
- b. We may cancel this policy or any of its individual coverages by mailing to the first Named Insured a written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 60 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.
- f. If we decide not to renew, we will mail to the first Named Insured written notice of non-renewal not less than sixty (60) days before the expiration date.
- g. Proof of mailing will be sufficient proof of notice.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized to make changes with our consent. This policy's

terms can be amended or waived only by endorsement issued by us or made a part of this policy.

5. Currency

All payments or reimbursements we make for damages because of judgments or settlements will be made in United States currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums.

6. Duties in the Event of "Occurrence", Offense, Claim or "Suit"

a. You must see to it that we are notified as soon as practicable of any "occurrence" or offense to which this insurance may apply. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature of any injury or damage arising out of the "occurrence" or offense.

b. You will cooperate with the "underlying insurer" as required by the terms of their policies and comply with all terms and conditions of those policies.

c. If a claim is made or "suit" is brought against any insured to which this insurance may apply, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

d. You and any other involved insured must:

- (1) Send us copies as soon as practicable of any demands, notices, summonses or legal papers received in connection with the claim or "suit" to which this insurance may apply;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which in our opinion may be liable to an insured because of injury or damage to which this insurance applies;
- (5) Notify us as soon as practicable of any judgment or settlement of any claim or "suit" brought against any insured; and
- (6) Not voluntarily make a payment, assume any obligation or incur any

expense without our consent, except at that insured's own cost.

7. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward. We have the right to make copies of those books and records.

8. First Named Insured

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums, the receiving of return premiums, the receipt and acceptance of this policy and any endorsements, and will act on behalf of all other insureds for the giving and receiving of notice of cancellation or any other notice required under this policy or by statute or regulation.

9. Inspections and Surveys

a. We have the right but not the duty to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

b. 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:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

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

10. Joint Duties in Non-Admitted Jurisdictions

With respect to an "occurrence", offense, claim or "suit" that arises in a non-admitted jurisdiction and to which this insurance applies:

a. If we are prevented by law in any country or jurisdiction from fulfilling our duty to defend you or to investigate claims, you will be responsible for arranging for the defense or investigation under our supervision. We will reimburse you for all reasonable and necessary expense incurred which we would have paid if we

had defended the “suit” or investigated the claim; and

- b. If we are prevented by law in any country or jurisdiction from paying damages to which this insurance applies, you may pay the damages with our consent. Upon proof of the payments, we will reimburse you for such damages subject to the applicable Limit of Insurance.

11. Legal Action Against Us

No person or organization has a right under this policy:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, 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 Limits of Insurance.

An agreed settlement means a settlement and release of liability signed by us, an insured and the claimant or the claimant's legal representative.

12. Maintenance of “underlying insurance

- a. You agree to maintain the “underlying insurance” in full force and effect during the term of this policy. “underlying insurance” will not be cancelled, non-renewed or rescinded without replacement coverage to which we agree. You must notify us as soon as practicable if any “underlying insurance” is no longer valid or in full force and effect.
- b. The terms and conditions of “underlying insurance” will not materially change, unless we agree otherwise. The terms and conditions or renewals or replacements of “underlying insurance” will be materially the same as prior coverage unless we agree otherwise.
- c. The total applicable limits of “underlying insurance” shall not decrease, except for any reduction or exhaustion of aggregate limits by payment of loss. Reduction or exhaustion of any aggregate limit of liability or limit of insurance in any “underlying insurance” by payments for judgments, settlements or expense will not be a failure to maintain “underlying insurance” in full force and effect.

- d. No statement contained in this Condition limits our right to cancel or not renew this policy.
- e. Your failure to comply will not invalidate this policy, but this policy will apply as if the “underlying insurance” was so maintained.

13. Other Insurance

- a. This insurance is excess over any “other insurance”, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically purchased as excess over this policy.
- b. We have no duty to defend the insured against any claim or “suit” if any other insurer has a duty to defend such insured against that claim or “suit”.
- c. This insurance is not subject to the terms or conditions of any “other insurance”.
- d. We will pay only our share of the amount of loss, if any, that exceeds the sum of the total:
 - (1) Amount that all “other insurance” would pay for loss in the absence of this insurance; and
 - (2) Of all deductible and self-insurance amounts under all “other insurance”.

14. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums applicable to this insurance.
- b. If the premium for this policy is stated in the Declarations as being subject to adjustment, at the close of each audit period, we will compute the earned premium for that period using the rates and rating basis shown on the Declarations or as stated in an endorsement issued by us. Audit premiums are due and payable on notice to the first Named insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, but not if such audit premium is less than the minimum premium shown in the Declarations.
- c. The first Named Insured must keep records of the information we need for premium computation and send us copies as we may request.

15. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

16. Separation of Insureds

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

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

17. Titles of Paragraphs

The titles of paragraphs in this policy are inserted solely for convenience or reference. Such titles do not limit, define or affect the provisions to which they relate.

18. Transfer of Rights of Recovery Against Others to Us

If an insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. An insured must do nothing after loss to impair such rights. At our request, an insured will bring "suit" or transfer those rights to us and help us enforce them.

Any recoveries will be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of their respective recoveries.

19. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

If you die, your rights and duties are transferred to your legal representative, but only while that legal representative is acting within the scope of their duties as such. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

IX. DEFINITIONS

Applicable to Both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella**

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 purpose 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"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. The use of another's advertising idea in your "advertisement"; or
 - b. Infringing upon another's copyright or slogan in your "advertisement".
3. **"Auto"** means:
 - a. A land motor vehicle, trailer or semi-trailer 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 bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
5. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
6. **"Executive Officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. **"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 the 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.

8. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume, the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in paragraph (2) above and supervisory, inspection or engineering activities.

- 9. **"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".

- 10. **"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".

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

- a. Bulldozers, farm machinery, fork-lifts and other vehicles designed by 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, shoves, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in 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 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 vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

12. "Nuclear Energy Hazard"

Any liability or expense:

- a. With respect to which an insured under this policy is also an insured under a nuclear energy policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any other similar foreign or domestic authority of any jurisdiction, or their successors, or would be an insured under any such policy of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- b. Resulting from the hazardous properties of nuclear material and with respect to which:
 - (1) Any person or entity is required to maintain financial protection pursuant

to the Atomic Energy Act of 1954, of any law amendatory thereof or of any similar law or regulation of any other foreign or domestic authority or jurisdiction; or

- (2) Any insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any other foreign or domestic governmental entity or any agency thereof, under any agreement entered into by the United States of America, any other foreign or domestic governmental body or any agency thereof, with any person or organization.
- c. To "bodily injury" or "property damage" resulting from the 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 there from.
 - (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 paragraph c. applies only to "Property Damage" to such nuclear facility and any property thereat.

As used in this definition:

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

"Nuclear material" means source material, special nuclear material, or by-products 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:

- (1) 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.
- (2) 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:

- (1) Any nuclear reactor; or
- (2) Any equipment or device designated or used for:
 - (a) Separating the isotopes of uranium or plutonium; or
 - (b) Processing or utilizing spent fuel; or
 - (c) Handling, processing or packaging nuclear waste; or
- (3) Any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of an 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
- (4) 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.

13. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. **"Other Insurance"** means any insurance that may provide coverage to any insured which this policy would also provide, and includes any type of self-insurance or other mechanism arranged for funding of loss. "Other insurance" does not include "underlying insurance" or

insurance specifically purchased as excess over this policy.

15. **"Personal Injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
16. **"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.
17. **"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 of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - 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 the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

18. "Property Damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

19. "Retained Limit" means the amount stated as such in the Declarations for which the insured is responsible with respect to each "occurrence" under Coverage B – Umbrella Liability.

20. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" also includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

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. "Underlying insurance" means the liability insurance coverage provided under policies shown in the Schedule of Underlying Insurance for the limits and policy periods indicated. It includes any policies issued to replace those

policies during the term of this insurance that provide:

- a. At least the same limits of liability or limits of insurance; and
- b. The same hazards insured against, except as modified by general program revisions or as agreed to by us in writing.

23. "Underlying Insurer" means any insurer who issues a policy of "underlying insurance".

24. "Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

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

25. "War" means:

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

26. "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.

27. "Your Work"

a. Means:

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

b. Includes:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
 - (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
 - (3) When the additional "insured" is also an additional "insured" under another liability policy.
- C. This endorsement will apply only if the "accident" occurs:**
1. During the policy period;
 2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
 3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.