



*This School insurance policy
has been prepared for:*

VOORHEESVILLE CENTRAL SCHOOL DISTRICT
ROUTE 85A
VOORHEESVILLE, NY 12186

*Presented by the Utica National
companies and your independent agent:*

TEN EYCK GROUP
1924 WESTERN AVENUE
ALBANY, NY 12203
(518) 464-0059

**VOORHEESVILLE CENTRAL SCHOOL DISTRICT
ROUTE 85A
VOORHEESVILLE, NY 12186**

Dear Policyholder,

Thank you for choosing Utica National Insurance Group for your insurance needs. We understand that you have many choices and appreciate the trust you and your independent insurance agent place in us to provide security and protection for your business.

Your policy and related documents are enclosed. Please read them carefully. If you have any questions, please contact your agent directly. The contact information is listed below.

As we enter our second century of business, we work with your agent to provide you a customer experience that makes you feel appreciated and respected by providing real value to you, when you need us.

Thank you for your business.



Sincerely,



Richard Creedon, Esq.
President and CEO

**TEN EYCK GROUP
1924 WESTERN AVENUE
ALBANY, NY 12203
(518) 464-0059**

 **Utica National Insurance Group**
Insurance that starts with you.®

Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.274.1914  



UTICA NATIONAL ASSURANCE COMPANY
180 GENESEE STREET
NEW HARTFORD, NY 13413

U0401
TEN EYCK GROUP
1924 WESTERN AVENUE
ALBANY, NY 12203
(518) 464-0059

POLICY NUMBER: CULP 1489123
RENEWAL OF CULP 1489123
NAMED INSURED: VOORHEESVILLE CENTRAL SCHOOL DISTRICT
MAILING ADDRESS: ROUTE 85A
VOORHEESVILLE, NY 12186

FORM OF BUSINESS: ORGANIZATION OTHER THAN PARTNERSHIP OR JOINT VENTURE

BUSINESS DESCRIPTION: SCHOOL DISTRICT

POLICY PERIOD: FROM 07-01-21 TO 07-01-22 At 12:01 A.M. Standard Time at your mailing address shown above

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

COMMERCIAL LIABILITY UMBRELLA DECLARATIONS

LIMITS OF INSURANCE

FOR COVERAGES A and B

EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$	10,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$	10,000,000	Any one person or organization
AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to "covered autos")	\$	10,000,000	
OTHER:	\$	NIL	
	\$		

FOR WRONGFUL ACTS COVERAGES C and D

EACH LOSS LIMIT	\$	10,000,000
CLAIMS - MADE BASIS AGGREGATE LIMIT	\$	10,000,000

Retroactive Date:

This insurance does not apply to "wrongful acts" which took place before the Retroactive Date, if any, shown above. No Retroactive Date applies if "None" appears above.

INCIDENT BASIS AGGREGATE LIMIT	\$	10,000,000
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FOR ALL COVERAGES

COMBINED AGGREGATE LIMIT	\$	10,000,000
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RETAINED LIMIT

SELF-INSURED RETENTION	\$	10,000
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SCHEDULE OF UNDERLYING INSURANCE

See Supplemental Schedule(s) Attached

CULP 51 8 1489123

PREMIUM

POLICY WRITING MINIMUM PREMIUM \$ 150 ADVANCE PREMIUM \$ 26,134.00

TOTAL PREMIUM \$ \$ 26,134.00

OPTIONAL EXTENDED REPORTING PERIOD PREMIUM (if applicable) \$

OTHER APPLICABLE FORMS AND ENDORSEMENTS

See Supplemental Declarations 8-S-1034

**THESE DECLARATIONS, THE SUPPLEMENTAL DECLARATIONS, THE SUPPLEMENTAL SCHEDULE(S),
COVERAGE FORM(S) AND ANY APPLICABLE ENDORSEMENT(S) TOGETHER WITH THE COMMON POLICY
CONDITIONS COMPLETE THE ABOVE NUMBERED POLICY.**

Countersigned: _____

By: Sharon C Peck _____

Date 06-14-21 _____

(Authorized Representative)

SUPPLEMENTAL SCHEDULE OF UNDERLYING INSURANCE

CULP 1489123

<u>COVERAGE</u>	<u>INSURER/ POLICY NO.</u>	<u>POLICY PERIOD</u>	<u>PREMIUM</u>	<u>LIMITS OF INSURANCE</u>
AUTOMOBILE LIABILITY/ HIRED AND NONOWNED	UTICA NATL INS CO OF OHIO 1400623	07/01/21- 07/01/22		\$ 1,000,000 EACH ACCIDENT
GENERAL LIABILITY	UTICA NATL INS CO OF OHIO 1400622	07/01/21- 07/01/22		\$ 3,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE \$ 1,000,000 PERSONAL AND ADVERTISING INJURY \$ 1,000,000 EACH OCCURRENCE
EMPLOYERS LIABILITY	SAFETY NATL CAS CORP SP-8378-NY	07/01/21- 07/01/22		BODILY INJURY BY ACCIDENT \$ 2,000,000 EACH ACCIDENT BODILY INJURY BY DISEASE \$ 2,000,000 POLICY LIMIT \$ 2,000,000 EACH EMPLOYEE (NOT APPLICABLE WHEN NY WORKERS COMPENSATION LAW APPLIES)
ABUSE OR MOLESTATION LIABILITY	UTICA NATL INS CO OF OHIO 1400622	07/01/21- 07/01/22		\$ 1,000,000 EACH LOSS \$ 3,000,000 AGGREGATE (ANNUAL)

SUPPLEMENTAL SCHEDULE OF UNDERLYING CLAIMS-MADE INSURANCE

<u>COVERAGE</u>	<u>INSURER / POLICY NO.</u>	<u>POLICY PERIOD</u>	<u>RETRO- ACTIVE DATE</u>	<u>PREMIUM</u>	<u>LIMITS OF INSURANCE</u>
EMPLOYEE BENEFITS LIABILITY	UTICA NATL INS CO OF OHIO 1400622	07/01/21- 07/01/22	07/01/90	OERP \$ 1,000,000 \$ 104 \$ 3,000,000	EACH LOSS AGGREGATE (ANNUAL)
SDELL	UTICA NATL INS CO OF OHIO 1400622	07/01/21- 07/01/22	07/01/85	OERP \$ 1,000,000 \$ 2631 \$ 2,000,000	EACH LOSS AGGREGATE

SUPPLEMENTAL DECLARATIONS

Named Insured: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

FORM -----	EDITION -----	TITLE -----
8UMC115	1003	ASBESTOS EXCLUSION
8UMC65	1003	EXCLUSION - LIMITED PERSONAL COVERAGE FOR INJURY TO CO-EMPLOYEES OR
IL0985	1220	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE
8UMC126	1003	EXCLUSION - COMMERCIAL AUTO SPOUSAL LIABILITY
8UMC109	1003	EXCLUSION - SCHOOL DISTRICT & EDUCATORS LEGAL LIABILITY FAILURE TO M
CU0001	0413	COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
IL0017	1198	COMMON POLICY CONDITIONS
8UMC129	1003	EXCLUSION - UNDERLYING ADDITIONAL DEFENSE COVERAGE
CU2123	0202	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
CU0125	0114	NEW YORK CHANGES
CU0151	0502	NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS U
CU0214	0620	NEW YORK CHANGES - CANCELLATION AND NONRENEWAL
8UMC130	1003	FOLLOW FORM BROADENING ENDORSEMENT (COVERAGES A AND B)
CU2112	0900	ABUSE OR MOLESTATION EXCLUSION
8UMC70NY	1003	EXCLUSION - LIMITED COVERAGE FOR SALARY OR BENEFITS CLAIMS
8UMC131NY	0912	COVERAGE C - EXCESS/UMBRELLA WRONGFUL ACTS COVERAGE (CLAIMS-MADE BAS
8UMC132NY	1103	COVERAGE D - EXCESS/UMBRELLA WRONGFUL ACTS COVERAGE (INCIDENT BASIS)
CU2233	0900	PUBLIC TRANSPORTATION AUTOS
CU2130	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
8UMC147	0509	EXCLUSION - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN
8UMC61	1003	EXCLUSION - LIMITED POLLUTION COVERAGE
8UMC151	0216	RETAINED LIMIT ENDORSEMENT
8UMC09	1003	EXCLUSION - TRAMPOLINES
CU2186	0514	EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATI
8UMC91	1003	SPECIAL SUPPLEMENTAL SCHEDULE OF UNDERLYING INSURANCE
8UMC159	0811	ADDITIONAL INSUREDS - PRIMARY AND NON-CONTRIBUTORY INSU
CU2171	0615	EXCLUSION - UNMANNED AIRCRAFT
8UMC162	0715	EXCLUSION - CRISIS EVENT EXPENSES
8E3773	0311	PROVIDE NOTICE OF CANCELLATION TO ANOTHER ENTITY
8UMC112	0417	EXCLUSION - LEAD CONTAMINATION
8UMC188	0721	EPIDEMIC OR PANDEMIC EXCLUSION
CU2403	0900	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
8DUUMCS	1003	SUPPLEMENTAL SCHEDULE OF UNDERLYING INSURANCE
8DUUMCS1	1003	SUPPLEMENTAL SCHEDULE OF UNDERLYING CLAIM-MADE INSURANCE

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

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

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

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1.a. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

f. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

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

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

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

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph(1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

d. Workers' Compensation And Similar Laws

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

e. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- (2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

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

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

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

- (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) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

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

i. Pollution

- (1) "Bodily injury" or "property damage" 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; or
- (2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or

(5) Aircraft that is:

- (a) Chartered by, loaned to, or hired by you with a paid crew; and
- (b) Not owned by any insured.

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

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

m. Damage To Property

"Property damage" to:

- (1) Property:
 - (a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1)(b), (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

n. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

o. Damage To Your Work

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

p. Damage To Impaired Property Or Property Not Physically Injured

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

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) 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.

q. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (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.

r. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

s. Professional Services

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

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (4) Engineering services, including related supervisory or inspection services;
- (5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (6) Any health or therapeutic service treatment, advice or instruction;
- (7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Body piercing services;
- (11) Services in the practice of pharmacy;
- (12) Law enforcement or firefighting services; and
- (13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or failure to render any professional service.

t. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages 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.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

u. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions 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.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. **But:**

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(1) Knowing Violation Of Rights Of Another

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 and advertising injury".

(2) Material Published With Knowledge Of Falsity

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) Material Published Prior To Policy Period

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) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(a) Liability for damages that the insured would have in the absence of the contract or agreement.

(b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

(6) Breach Of Contract

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Quality Or Performance Of Goods - Failure To Conform To Statements

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

(8) Wrong Description Of Prices

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

(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret

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, trade dress or slogan.

(10) Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Unauthorized Use Of Another's Name Or Product

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

(13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(14) Employment-related Practices

To:

- (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person's employment; or
 - (iii) 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
- (b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (i), (ii) or (iii) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (i), (ii) or (iii) above occurs before employment, during employment or after employment of that person.

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

(15) Professional Services

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (a) Legal, accounting or advertising services;
- (b) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (c) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (d) Engineering services, including related supervisory or inspection services;
- (e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

- (f) Any health or therapeutic service treatment, advice or instruction;
- (g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (j) Body piercing services;
- (k) Services in the practice of pharmacy;
- (l) Law enforcement or firefighting services; and
- (m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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 offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

(16) War

However caused, arising, directly or indirectly, out of:

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

(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (d) 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.

b. "Pollution cost or expense".

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:
 - a. All expenses we incur.
 - b. Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - 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 \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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 the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".

3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":

- a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (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 to 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 either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (a) "Bodily injury" or "personal and advertising injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or
 - (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 Paragraph (a)(i) or (ii) above.
- (b) "Property damage" to property:
 - (i) Owned, occupied or used by
 - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 - 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 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 **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
- a. You are an insured.
 - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
 - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
 - (6) "Employees" with respect to "bodily injury" to:
 - (a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
 - (b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.
- c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
- Subject to Section III - Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
- Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".
- 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.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage A, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage B.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

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

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

SECTION IV - CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III - Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. 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 an "occurrence" or an offense, regardless of the amount, which may result in a claim. To the extent possible, 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 and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- 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 Coverage Part unless all of its terms have been fully complied with.

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

5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages **A** or **B** 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.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

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

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

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;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

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

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of / Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

14. Expanded Coverage Territory

- a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.
Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, disability, 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".
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

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

9. "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 contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
 - g. 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.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

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

10. "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".

11. "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".

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

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

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

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

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include 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".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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

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

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

15. "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.
16. "Pollution cost or expense" means 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".
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; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
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.
- With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.
- For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.
20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.
22. "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.
 23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.
 24. "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".
 25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".
 26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
 27. "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.
 28. "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.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

I. The insurance does not apply:

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

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

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

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

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

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

II. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** The following is added to Paragraph 1. **Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability:**
When we have a duty to defend, we will defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent.
- B.** The following is added to Exclusion 2.h. **Employment-related Practices of Section I - Coverage A - Bodily Injury And Property Damage Liability:**
This exclusion does not apply to "bodily injury" arising out of discrimination based on disparate impact or vicarious liability.
- C.** Exclusion 2.k. **Racing Activities of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:
- k. Racing Activities**
"Bodily injury" or "property damage" arising out of the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.
- D.** The following is added to Paragraph 1.a. **Insuring Agreement of Section I - Coverage B - Personal And Advertising Injury Liability:**
When we have a duty to defend, we will defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent.
- E.** Only with respect to liability arising out of the ownership, maintenance or use of "covered autos", the following are added to Paragraph 1. of **Supplementary Payments:**
- h.** We will pay all expenses incurred by an insured for first aid to others at the time of an "occurrence".
- i.** The cost of appeal bonds.
- F.** Paragraph 1.c. of **Section II - Who Is An Insured** is replaced by the following:
- c.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar valid and collectible 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 A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- G.** Paragraph 2.b.(6) of **Section II - Who Is An Insured** is replaced by the following:
- (6) "Employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.
However, this exclusion only applies if the fellow "employee" is entitled to benefits under any workers' compensation, unemployment compensation or disability benefits law, or any similar law.

H. Paragraph 5. of **Section III - Limits Of Insurance** is replaced by the following:

5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by the amount of judgments and settlements for:
- a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

I. **Section IV - Conditions** is revised as follows:

1. The following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

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

2. Paragraph 4. **Legal Action Against Us** is replaced by the following:

4. **Legal Action Against Us**

- a. Except as provided in Paragraph b., no person or organization has a right under this Coverage Part:
 - (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - (2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

- b. With respect to "bodily injury" and "personal and advertising injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

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

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

3. Paragraph d. of Condition 7. **Representations Or Fraud** is replaced by the following:

- d. We do not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss or damage for which coverage is sought under this policy.

However, with respect to liability arising out of the ownership, maintenance, or use of "covered autos", we will provide coverage to such insured for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages are otherwise covered under the policy.

4. Paragraph **b.** of Condition **6. Premium Audit** is replaced by the following:

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500. 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.

5. Except as provided in Paragraph **4.** above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

6. Paragraph **11. Loss Payable** is replaced by the following:

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a written agreement between the insured, claimant, and us.

7. Paragraph **13. Maintenance Of/Changes To Underlying Insurance** is replaced by the following:

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the exhaustion of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlements or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing as soon as practicable if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

8. The following provision is added and supersedes any provision to the contrary:

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

J. Section V - Definitions is revised as follows:

The "insured contract" definition is replaced by the following:

"Insured contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. That part of any contract or agreement entered into, as part of your business, by you or any of your "employees", pertaining to the rental or lease of any "auto"; or

- g.** That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- a.** That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver;
- b.** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority; or
- c.** Under which the insured assumes liability for injury or damage caused by the dumping, discharge or escape of:

(1) Irritants, pollutants or contaminants that are, or that are contained in, any property that is:

- (a)** Being moved from the place where such property or pollutants are accepted by the insured for movement into or onto the "covered auto";
- (b)** Being transported or towed by the "covered auto";
- (c)** Being moved from the "covered auto" to the place where such property or pollutants are finally delivered, disposed of or abandoned by the insured;

- (d)** Otherwise in the course of transit; or
- (e)** Being stored, disposed of, treated or processed in or upon the "covered auto" other than fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for, or result from, the normal electrical, hydraulic or mechanical functioning of the "covered auto" or its parts.

(2) Irritants, pollutants or contaminants not described in (1) above, unless:

- (a)** The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of the "covered auto"; and
- (b)** The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

Paragraph 11. "Loading or unloading" does not apply.

K. The following provision is added:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following **Condition** is added to **Section IV - Conditions**:

TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

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

- (1) Aggregate Limit;
- (2) Personal and Advertising Injury Limit; or
- (3) Each Occurrence Limit;

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

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

- (1) We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (a) Such a limit has actually been used up; and
 - (b) Our duty to defend "suits" seeking damages subject to that limit has also ended.

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

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

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

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

c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph b.(2) above.

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

- (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with Paragraph a. above; or
- (2) The date on which we sent notice in accordance with Paragraph b.(1) above, if we did not send notice in accordance with Paragraph a. above.

d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- I. If you are an individual and a "covered auto" you own is predominantly used for nonbusiness purposes, the **Cancellation** Common Policy Condition is replaced by the following:
- Ending This Policy**
- A. Cancellation**
1. You may cancel the entire policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
 2. When this Policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel the entire policy for any reason, provided we mail you notice within this period. If we cancel for nonpayment of premium, we will:
 - a. Mail you at least 15 days' notice; and
 - b. Inform you of the amount due.Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation. If we cancel for any other reason, we will mail you at least 20 days' notice.
 3. When this Policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel it or any insurance deemed severable only for one or more of the following reasons:
 - a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform you of the amount due. If we cancel for this reason, we will mail you at least 15 days' notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation.
 - b. Your driver's license or that of a driver who lives with you or customarily uses the "covered auto" has been suspended or revoked during the policy period, other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the Vehicle and Traffic Law, or one or more administrative suspensions arising out of the same incident which has or have been terminated prior to the effective date of cancellation. If we cancel for this reason, we will mail you at least 20 days' notice.
 - c. We replace this Policy with another one providing similar coverages and the same limits for a "covered auto" of the private passenger type. The replacement policy will take effect when this Policy is cancelled, and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier. This paragraph applies only to renewal policies.
 - d. This Policy was obtained through fraud or material misrepresentation. If we cancel for this reason, we will mail you at least 20 days' notice.
 - e. Any insured made a fraudulent claim. If we cancel for this reason, we will mail you at least 20 days' notice.If one of the reasons listed in this Paragraph 3. exists, we may cancel the entire policy.
For policies written for a period of more than one year or without a fixed expiration date, we may cancel for the reasons in Paragraphs a. through e. above, subject to New York Laws, only at an anniversary of its original effective date. If we cancel such a policy, we will mail you at least 45 but not more than 60 days' notice.

4. Instead of cancellation, we may condition continuation of this Policy on a change of limits or elimination of any other coverage not required by law. If we do this, we will mail you notice at least 20 days before the date of the change.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this Policy is cancelled, we will send you any premium refund due. The refund will be pro rata.

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

B. Nonrenewal

1. If this Policy is written for a period of less than one year and we decide, subject to New York Laws, not to renew or continue it, or to condition renewal or continuation on a reduction of Liability Coverage or elimination of any other coverage, we will mail or deliver to you written notice at least 45 but not more than 60 days before the end of the policy period.
2. We will have the right not to renew or continue a particular coverage, subject to New York Laws, only at the end of each 12-month period following the effective date of the first of the successive policy periods in which the coverage was provided.
3. We do not have to mail notice of non-renewal if you, your agent or broker or another insurance company informs us in writing that you have replaced this Policy or that you no longer want it.

C. Mailing Of Notices

We will mail or deliver our notice of cancellation, reduction of limits, elimination of coverage or nonrenewal to the address shown on the Policy. However, we may deliver any notice instead of mailing it. If notice is mailed, a United States Postal Service certificate of mailing will be sufficient proof of notice.

- II. For all policies other than those specified in Section I., the **Cancellation** Common Policy Condition is completely replaced by the following:

A. Paragraphs 1., 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:

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

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

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

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph A.2.a.(3) or Paragraph A.2.b. below.
- (2) 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph A.2.b. below.
- (3) 20 days before the effective date of cancellation if we cancel because one or more underlying policies providing primary or intermediate coverage were cancelled where:
 - (a) Such cancellation is based upon Paragraphs A.2.b.(1) through A.2.b.(8) below; and
 - (b) Such policies are not replaced without lapse.

b. For More Than 60 Days

If this Policy has been in effect for more than 60 days, or if this Policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed below, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation:

- (1) Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
- (2) Conviction of a crime arising out of acts increasing the hazard insured against;

- (3) Discovery of fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a claim;
- (4) After issuance of the Policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
- (5) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the Policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Policy was issued or last renewed;
- (6) Cancellation is required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
- (7) A determination by the Superintendent that the continuation of the Policy would violate, or would place us in violation of, any provision of the Insurance Code;
- (8) Suspension or revocation during the required policy period of the driver's license of any person who continues to operate a "covered auto", other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation; or
- (9) Cancellation of one or more of the underlying policies providing primary or intermediate coverage where:
 - (a) Such cancellation is based upon Paragraphs (1) through (8) of this Paragraph A.2.b.; and

(b) Such policies are not replaced without lapse.

- 3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the Policy and to the authorized agent or broker.
- 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the Cancellation Common Policy Condition:

- 7. Regardless of the number of days this Policy has been in effect, if:
 - a. This Policy covers "autos" subject to the provisions of Section 370 of the New York Vehicle and Traffic Law; and
 - b. The Commissioner of the Department of Motor Vehicles deems this Policy to be insufficient for any reason;
 we may cancel this Policy by giving you notice of such insufficiency 45 days before the effective date of cancellation to permit you to replace this Policy.
- 8. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 9. Notice will include the reason for cancellation. We will mail or deliver our notice to the first Named Insured at the address shown in the Policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.

C. The following Conditions are added:

- 1. **Nonrenewal**
If we decide not to renew this Policy, we will send notice as provided in Paragraph C.3. below.
- 2. **Conditional Renewal**
If we conditionally renew this Policy subject to:
 - a. A change of limits;

- b. A change in type of coverage;
- c. A reduction of coverage;
- d. An increased deductible;
- e. An addition of exclusion; or
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph C.3. below.

We may conditionally renew this Policy subject to the requirements stipulated by the Maintenance Of Underlying Insurance condition of Section IV - Conditions. In the event of failure to comply with the aforementioned condition as of the expiration date of the Policy, or 60 days after mailing or delivering the notice of conditional renewal, the conditional renewal shall be deemed to be an effective notice of nonrenewal.

3. Notices Of Nonrenewal And Conditional Renewal

a. If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs C.1. and C.2. above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 30 but not more than 120 days before:

- (1) The expiration date; or
- (2) The anniversary date if this is a continuous policy.

b. Notice will be mailed or delivered to the first Named Insured at the address shown in the Policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

d. If we violate any of the provisions of Paragraph C.3.a., b. or c. above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

(1) And if notice is provided prior to the expiration date of this Policy, coverage will remain in effect at the same terms and conditions of this Policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel;

(2) And if the notice is provided on or after the expiration date of this Policy, coverage will remain in effect at the same terms and conditions of this Policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

(1) Upon expiration of the 60-day period, unless Subparagraph (2) below applies; or

(2) Notwithstanding the provisions in Paragraphs d.(1) and d.(2), as of the renewal date of the Policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the Policy.

f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the Policy has been replaced or is no longer desired.

D. The aggregate limits of this Policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph C.3.d. above.

E. The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

III. Paragraph 10. When We Do Not Renew of Section IV - Conditions does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC TRANSPORTATION AUTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA POLICY

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

Liability Coverage provided in **Coverage A - Bodily Injury And Property Damage** for a "covered auto" licensed or used to transport the public is changed as follows:

Exclusion **2.m.(4)** does not apply to "property damage" to property of the insured's passengers while such property is carried by the "covered auto".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY - WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Exclusion 2.t. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

t. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages 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 damages are claimed 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 damages 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. The following is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of 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.

This exclusion applies even if damages are claimed 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 any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

j. Aircraft Or Watercraft

(1) Unmanned Aircraft

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

This Paragraph j.(1) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft) Or Watercraft

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

This Paragraph j.(2) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft") or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph j.(2) does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
 - (i) Less than 50 feet long; and
 - (ii) Not being used to carry persons or property for a charge;
- (c) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (d) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described in this Paragraph j.(2) exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described in this Paragraph j.(2) will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance; or

(e) Aircraft that is:

- (i) Chartered by, loaned to, or hired by you with a paid crew; and
- (ii) Not owned by any insured.

B. The following exclusion is added to Paragraph 2. Exclusions of Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the Definitions section:

"Unmanned aircraft" means an aircraft that is not:

- 1. Designed;
- 2. Manufactured; or
- 3. Modified after manufacture;

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

LEONARD BUS SALES INC.
4 LEONARD WAY
DEPOSIT, NY 13754

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE - PART I	
Terrorism Premium (Certified Acts)	\$0
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	
Any Coverage Part(s) or Form(s) subject to the Terrorism Risk Insurance Act (TRIA)	
Additional information, if any, concerning the terrorism premium:	
SCHEDULE - PART II	
Federal share of terrorism losses	80 %
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. 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.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake 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. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROVIDE NOTICE OF CANCELLATION TO ANOTHER ENTITY

This policy is subject to the following [Note: If this policy consists of more than one Coverage Part, separate notices are **not** required for each Coverage Part]:

SCHEDULE

Entity	Number Of Days
COUNTY OF ALBANY, 112 STATE STREET, ALBANY, NY 12207	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. If this insurance is cancelled, whether at your request or ours, we will endeavor to provide the entity shown in the Schedule with written notice of such cancellation within the number of days shown in the Schedule.
2. However, failure on our part to provide such notice shall not delay the effective date of cancellation of this insurance.

IMPORTANT NOTICE ABOUT YOUR POLICY AND THE FEDERAL TERRORISM REINSURANCE REAUTHORIZATION ACT OF 2015

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Please read your policy and especially any endorsements attached to it which provide further information regarding how the new law specifically affects your policy. There is no additional premium charged for terrorism coverage under this policy.



Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.598.8422

NEW YORK REGULATION 121 CLAIMS-MADE DISCLOSURE NOTICE ADDENDUM TO COMMERCIAL UMBRELLA DECLARATIONS AND APPLICATION

THIS DISCLOSURE NOTICE APPLIES IF YOUR COMMERCIAL UMBRELLA POLICY INCLUDES ENDORSEMENT 8-UMC-131(NY) " COVERAGE C - EXCESS / UMBRELLA WRONGFUL ACTS COVERAGE" .

THIS NOTICE IS BEING PROVIDED IN ACCORDANCE WITH NEW YORK LAW AND HIGHLIGHTS CERTAIN IMPORTANT FEATURES OF YOUR POLICY.

THIS NOTICE PROVIDES NO COVERAGE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. FOR COMPLETE INFORMATION ON YOUR COVERAGES, READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE AND DISCUSS IT WITH YOUR INSURANCE AGENT OR BROKER. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

1. Endorsement 8-UMC-131(NY) "Coverage C - Excess / Umbrella Wrongful Acts Coverage" is written on a claims-made basis. This endorsement only covers claims made against you during the policy period or any Extended Reporting Period.
2. The endorsement provides no coverage for claims arising out of wrongful acts which took place prior to the Retroactive Date, if any, stated in the policy.
3. Except for the Automatic Extended Reporting Period, all coverage under this endorsement ceases upon its termination unless you purchase Optional Extended Reporting Period Coverage.
4. Automatic Extended Reporting Period Coverage
Coverage C provides an Automatic Extended Reporting Period for the same duration and under the same circumstances as the Automatic Extended Reporting Period of the claims-made underlying insurance to which Coverage C applies. Any claim first made during the Automatic Extended Reporting Period will be considered made during the policy period.
5. Optional Extended Reporting Period Coverage
If the claims-made underlying insurance to which Coverage C applies provides for an Optional Extended Reporting Period, you may purchase an endorsement that provides an Optional Extended Reporting Period for Coverage C. This Optional Extended Reporting Period will be for the same duration as, and available under the same circumstances as, the Optional Extended Reporting Period of the claims-made underlying insurance to which Coverage C applies. Any claim first made during the Optional Extended Reporting Period will be considered made during the policy period.
6. Upon termination of coverage it is very important that you consult with your insurance agent or broker or other insurance advisor. Potential coverage gaps may arise upon the expiration of any Automatic or Optional Extended Reporting Period.
7. During the first several years of claims-made coverage, premiums will be comparatively lower than occurrence coverage premiums. As such, you can expect substantial annual premium increases in subsequent years, independent of overall rate level increases, until the claims-made coverage reaches maturity.

Please consult with your agent or broker if you have any questions.



Utica National Insurance Group

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413


THIS NOTICE WITH THE COVERAGE FORM(S), DECLARATIONS PAGE AND
ENDORSEMENT(S), IF ANY, COMPLETES YOUR POLICY.

UTICA NATIONAL ASSURANCE COMPANY

DIVIDEND PROVISION- PARTICIPATING COMPANIES:

The named insured shall be entitled to participate in a distribution of the surplus of the Company, as determined and approved by its Board of Directors from time to time.

IN WITNESS WHEREOF, the Utica National Assurance Company has caused this policy to be signed by its chief executive officer and secretary at New Hartford, New York, and countersigned on the declarations page by a duly authorized representative of the company.


Secretary


Chief Executive Officer

EPIDEMIC OR PANDEMIC EXCLUSION NOTICE OF COVERAGE CHANGES

This Notice provides information concerning the following new endorsement, which applies to your renewal policy being issued by us:

8-UMC-188 Epidemic Or Pandemic Exclusion

When this endorsement is attached to your policy, it generally excludes bodily injury, property damage and personal and advertising injury-related exposures arising out of the actual or alleged transmission of an "epidemic or pandemic", defined as any infectious epidemic or pandemic that is declared (announced or otherwise notified) by the U. S. Centers for Disease Control and Prevention and/or World Health Organization, including but not limited to COVID-19.

*This Notice does not form part of your policy. No coverage is provided by this Notice, nor can it be understood to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.***

Carefully read your policy, including the endorsements attached to your policy.

Please consult with your agent or broker if you have any questions.

We appreciate your business and thank you for putting your trust in Utica National.



Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.598.8422

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to:

- (1) Any claim or "suit" that alleges "bodily injury", "property damage", or "personal and advertising injury" which would not have occurred in whole or in part but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of asbestos in any form.
- (2) Any claim or "suit" that alleges a "wrongful act" or a series of "wrongful acts" that caused or resulted in the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of asbestos in any form.

This exclusion applies:

- (1) To any claim or "suit" seeking damages for or because of any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of asbestos by any insured or by any other person or entity;
- (2) Regardless of who manufactured, produced, installed, used, owned, stored or controlled the asbestos; or
- (3) To any claim or "suit" that is covered in any "underlying insurance" or would be covered but for an applicable exclusion or breach of a condition of such "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LIMITED PERSONAL COVERAGE FOR INJURY TO CO-EMPLOYEES OR CO-VOLUNTEERS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to coverage for "bodily injury", "property damage" or "personal and advertising injury" to co-employees, co-volunteers or co-instructors for which insurance is provided by our Educational Institution Coverage Endorsement, in any "underlying insurance", or would be provided but for an applicable exclusion or breach of a condition of such Educational Institution Coverage Endorsement or "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - COMMERCIAL AUTO SPOUSAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to any claim or "suit" that alleges "bodily injury" to or "property damage" of the spouse of an insured when insurance is provided in any "underlying insurance" that provides Commercial Auto coverage or would provide coverage but for an applicable exclusion or breach of a condition of such "underlying insurance". This exclusion does not apply to an insured if named as a third party defendant in a legal action commenced by his or her spouse against another party.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - SCHOOL DISTRICT AND EDUCATORS
LEGAL LIABILITY FAILURE TO MAINTAIN
INSURANCE OR BONDS**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to any claim or "suit" that alleges failure to purchase or maintain proper or adequate insurance or bonds for which insurance is provided by our School District and Educators Legal Liability Coverage Form, in any "underlying insurance", or would be provided but for an applicable exclusion or breach of a condition of such School District and Educators Legal Liability Coverage Form or "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - UNDERLYING ADDITIONAL DEFENSE
COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to any Additional Defense Coverage for defending "suits" or hearings for which a specified aggregate defense limit of coverage is provided by any "underlying insurance", or would be provided but for an applicable exclusion or breach of a condition of such "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FOLLOW FORM BROADENING ENDORSEMENT
(COVERAGES A AND B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Exclusions Applicable to Coverage A:

<input checked="" type="checkbox"/>	Expected Or Intended Injury
<input checked="" type="checkbox"/>	Damage To Property
<input checked="" type="checkbox"/>	Professional Services
<input type="checkbox"/>	Other (specify):

Exclusions Applicable to Coverage B:

<input checked="" type="checkbox"/>	Contractual Liability
<input checked="" type="checkbox"/>	Professional Services
<input checked="" type="checkbox"/>	Other (specify): ELECTRONIC CHATROOMS OR BULLETIN BOARDS

The following is added as the final paragraph of the Exclusion(s) indicated by an "X" in the Schedule above.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LIMITED COVERAGE FOR SALARY OR CONTRACTUAL CLAIMS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to any salary or contractual claims for which insurance is provided by The Limited Coverage For Salary Or Contractual Claims in our School District And Educators Legal Liability Coverage Form, in any "underlying insurance", or would be provided but for an applicable exclusion or breach of a condition of such School District and Educators Legal Liability Coverage Form or "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE C - EXCESS / UMBRELLA WRONGFUL ACTS COVERAGE (CLAIMS - MADE BASIS)

**THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

This endorsement provides Excess / Umbrella Coverage for Wrongful Acts provided by the Claims-Made Coverage forms shown in the Schedule of Underlying Insurance. This endorsement modifies insurance provided under the Commercial Liability Umbrella Coverage Form but only with respect to Coverage C - Excess / Umbrella Wrongful Acts Coverage.

Unless otherwise noted, this insurance is subject to the same terms, conditions, agreements, limitations, exclusions and definitions as the applicable "underlying insurance" shown in the Commercial Liability Umbrella Declarations.

Words and phrases that appear in quotation marks have special meaning. Refer to the **DEFINITIONS** Section.

I. The following changes apply to SECTION I - COVERAGES:

A. The following is added:

**COVERAGE C - EXCESS / UMBRELLA
WRONGFUL ACTS COVERAGE**

1. Insuring Agreement

- a. We will pay the "ultimate net loss" in excess of the "retained limit" because of a "wrongful act" to which this insurance applies, provided that the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable limits of insurance.
- b. The amount we will pay for the "ultimate net loss" is limited as described under **LIMITS OF INSURANCE**.
- c. We will have no obligation under this insurance with respect to any claim or "suit" that is settled without our consent.
- d. This insurance applies only if:
 - (1) The "wrongful act" takes place in the "coverage territory";
 - (2) The "wrongful act" did not occur before the Retroactive Date, if any, shown in the Commercial Liability Umbrella Declarations or after the end of the policy period; and

- (3) A claim for damages because of the "wrongful act" is first received and recorded in the manner prescribed by the "underlying insurance" during the policy period of this insurance shown in the Commercial Liability Umbrella Declarations, or any Extended Reporting Period applicable to this insurance regardless of any Extended Reporting Period applicable to the "underlying insurance".

- e. All claims or "suits" based on or arising out of a single "wrongful act" or all "interrelated wrongful acts" of one or more insureds will be deemed to be one claim and to have been made at the time the first of those claims is made against any insured.

2. Investigation and Defense of Claims or Suits

- a. We may investigate any claim or "suit" as we think appropriate. We have the right to participate in the defense of claims or "suits" against the insured seeking damages because of a "wrongful act" to which this insurance may apply.

We will have a duty to defend "suits" seeking damages to which this insurance applies when the "retained limit" has been exhausted by payment of judgments or settlements, even if the allegations of the "suit" are groundless, false or fraudulent.

We have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply.

- b. When we have the duty to defend, we will pay for all defense expenses once our duty to defend begins. If we exercise our right to defend when we have no duty, we will pay only those defense expenses we incur.

If we provide a defense, we may investigate any claim or "suit" at our discretion. We may settle such claim or "suit" within the applicable Limit of Insurance for Wrongful Acts Coverage. However, we shall not settle any claim or "suit" without the consent of the insured if the applicable "self-insured retention" is \$10,000 or greater and the claim falls within the "self-insured retention". If, however, the insured:

- (1) Refuses to consent to any settlement recommended by us and elects to contest the claim or "suit" or continue any legal proceeding in connection with such claim or "suit", then our liability for the claim or "suit" will not exceed the lesser of the amount for which the claim or "suit" could have been settled or the Limit of Insurance plus the incurred expenses up to the time of such refusal.
- (2) Cannot be located by us after a search using reasonable diligence, then we will use our best efforts to make such settlement as we deem appropriate considering the circumstances and facts.

- c. Our right or duty to defend ends when we have used up the applicable Limit of Insurance in the payment of any combination of judgments or settlements as provided under SECTION III - LIMITS OF INSURANCE. This applies both to claims and "suits" pending at that time and those filed thereafter.

- d. When we control the defense of a claim or "suit", we will pay for the defense expenses. If by mutual agreement or court order the insured assumes control before the applicable Limit of Insurance is used up, we will reimburse the insured for reasonable defense expenses subject to the following:

- (1) We will not reimburse the insured if the "underlying insurance" specifies that its limits may be reduced by defense expenses.
- (2) We will not pay rates for attorney fees which are greater than those actually paid by us to attorneys retained by us in the ordinary course of business when we are defending similar actions in the community where the claim against the insured is being defended.

Nothing in this provision shall affect our duty to defend "suits" seeking damages to which this insurance applies.

- e. As soon as practicable after we become aware that a Limit of Insurance is used up:

- (1) We will notify you of any outstanding claims and "suits" subject to that limit; and
- (2) You will then arrange to assume control of the defense of all such claims and "suits" against you or any other insured when our right or duty to defend them ends.

- f. We will assist you in the transfer of control of the defense of claims and "suits" under c. or d. above.

Until such arrangements are completed, we will take on behalf of any insured those steps that we think appropriate:

- (1) To avoid a default in any claim or "suit"; or
- (2) To the continued defense of a claim or "suit".

You agree that if we take such steps:

- (1) We do not waive or give up any of our rights under this insurance; and
- (2) You will reimburse us for any defense expenses that arise out of such steps if the applicable Limit of Insurance for Wrongful Acts Coverage has been used up.

Our payment of defense expenses will not reduce the Limits of Insurance.

3. Exclusions

In addition to the Exclusions in the applicable "underlying insurance", this insurance does not apply to:

- a. Any obligation to pay expenses under any medical payments coverage.
- b. Any obligation imposed under any of the following laws:
 - (1) Employee Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended;
 - (2) Any automobile no-fault, uninsured motorists, underinsured motorists or any similar law; or
 - (3) Any workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. Any "executive officer", "volunteer worker" or "employee" as an insured with respect to loss:
 - (1) To another officer, "volunteer worker", "employee" or co-"employee" of the same employer, if such loss occurs in the course of such employment;
 - (2) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph c.(1) above; or
 - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the loss described in Paragraphs c.(1) or (2) above.

This exclusion does not apply to the extent that valid "underlying insurance" for "wrongful acts" which are employment-related practices exists or would have existed but for the exhaustion of the applicable underlying limits.

- d. Any claim or "suit" which would have been covered by "underlying insurance" but is not covered because of an insured's breach of or failure to comply with the terms and conditions of the "underlying insurance".
- e. Any claim or "suit" that alleges a "wrongful act" or a series of "wrongful acts" however caused, arising, directly or indirectly, out of:
 - (1) War, including undeclared or civil war; or
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- f. Any claim or "suit" for which insurance is provided by Coverage A, Coverage B, or Coverage D included in this policy.

4. Extended Reporting Periods

In the event of any "termination of coverage":

- a. Coverage C provides an Automatic Extended Reporting Period for the same duration and under the same circumstances as the Automatic Extended Reporting Period of the claims-made underlying insurance to which Coverage C applies.
- b. If the claims-made "underlying insurance" to which COVERAGE C applies provides for an Optional Extended Reporting Period, you may purchase an endorsement providing an Optional Extended Reporting Period for COVERAGE C subject to the following conditions:

(1) Our Optional Extended Reporting Period(s) will be for the same duration as, and available under the same circumstances as, the Optional Extended Reporting Period(s) of the claims-made "underlying insurance" to which COVERAGE C applies.

(2) You will have until the later of sixty (60) days after the date of "termination of coverage", or thirty (30) days after the date of mailing of the Optional Extended Reporting Period notice to request the Extended Reporting Period. Your request must be submitted to us in writing with your premium payment.

This provision only applies to the same extent that a written request is required in the Optional Extended Reporting Period(s) of the claims-made "underlying insurance" to which COVERAGE C applies.

(3) The Optional Extended Reporting Period will not take effect unless the additional premium determined by us is paid when due, and:

(a) Any claims-made "underlying insurance" to which COVERAGE C applies is maintained in full force and effect as specified in the Maintenance of Underlying Insurance Condition; or

(b) An Optional Extended Reporting Period is purchased on any claims-made "underlying insurance" to which COVERAGE C applies.

The premium for the Optional Extended Reporting Period will be fully earned when the Optional Extended Reporting Period endorsement takes effect.

(4) If this policy is cancelled and you elect to purchase an Optional Extended Reporting Period Endorsement:

(a) Any return premium due you for the cancellation will be credited to the premium due for the Optional Extended Reporting Period Endorsement; and

(b) Any additional premium due us for the period the policy was in force must be fully paid before any payments can be applied to the premium due for the Optional Extended Reporting Period Endorsement.

c. Extended Reporting Periods will only apply to "wrongful acts" which occurred:

(1) On or after the applicable Retroactive Date shown in the Schedule of the Commercial Liability Umbrella Declarations; but

(2) Before the last day of the policy period of this policy or the cancellation date, whichever comes first.

d. Extended Reporting Periods will not reinstate or increase the Limit of Insurance available, except to the extent required by statute or regulation.

e. A claim first made during an Extended Reporting Period will be deemed to have been made on the last day of the policy period of this policy or the cancellation date, whichever comes first.

f. Once in effect, Extended Reporting Periods may not be cancelled, unless "underlying insurance" is not maintained. Any cancellation of the Extended Reporting Period will be made in accordance with the policy's Cancellation Condition.

B. The Supplementary Payments applicable to Coverages A and B shall also apply to Coverage C.

II. The following is added to **LIMITS OF INSURANCE:**

LIMITS OF INSURANCE FOR WRONGFUL ACTS (CLAIMS - MADE BASIS)

A. The Limits of Insurance shown in the Commercial Liability Umbrella Declarations and the rules below fix the most we will pay regardless of the number of:

1. Insureds;
 2. Claims made or "suits" brought; or
 3. Persons or organizations making claims or bringing "suits".
- B.** The Claims - Made Basis Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage C for each annual policy year.
- C.** Subject to **B.** above, the Each Loss Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage C because of any one "wrongful act" or all "interrelated wrongful acts" of one or more insureds.
- D.** The Claims - Made Basis Aggregate Limit, as described in Paragraph **B.** above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Commercial Liability Umbrella Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the Claims - Made Basis Aggregate Limit will be increased in proportion to any policy extension provided.
- E.** The Combined Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" payable under Coverage A, Coverage B, Coverage C and Coverage D for each annual policy year. The Combined Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Commercial Liability Umbrella Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the Combined Aggregate Limit will be increased in proportion to any policy extension provided.
- III.** The **CONDITIONS** described under **SECTION IV** shall apply to this Coverage C - Excess / Umbrella Wrongful Acts Coverage subject to the following:
- A.** The obligations described under **Duties In The Event Of Occurrence, Offense, Claim Or Suit** shall also apply to any "wrongful act" that may result in a claim or any claim or "suit" that alleges a "wrongful act".
 - B.** The provisions applicable to Coverages A and B under **Other Insurance** shall also apply to Coverage C.
 - C.** The provisions under **Maintenance Of Underlying Insurance** shall also apply to any "underlying insurance" that is shown in the Commercial Liability Umbrella Declarations to which Coverage C applies.
 - D.** The following **Condition** is added:
State Changes
 1. If any provision in this endorsement conflicts with any applicable state amendatory endorsement that modifies this Coverage Part, the provision in the state amendatory endorsement shall apply.
 2. If any provision in this endorsement conflicts with any applicable state statute, rule, or regulation, that provision is amended to conform to such statute, rule, or regulation.
- IV.** The following changes apply to the **Definitions** Section:
- A.** The following are added:
 1. "Wrongful act" means any breach of duty, negligent act, error, or omission, or employment-related practice for which the "underlying insurance" provides liability insurance coverage, or would have provided such coverage except for the exhaustion of limits by payments of judgments, settlements, or defense costs under the terms of such "underlying insurance".
 2. "Interrelated wrongful acts" means "wrongful acts" which arise out of and have as a common basis:
 - a. Related circumstances, situations, events, transactions or facts;
 - b. A series of related circumstances, situations, events, transactions or facts; or
 - c. A common pattern of conduct.
 3. "Termination of coverage" means:
 - a. Cancellation or nonrenewal of the policy;
 - b. Decrease in limits, reduction of coverage, increased deductible or self-insured retention, new exclusion; or
 - c. Other change in coverage less favorable to the insured.

B. For purposes of this insurance:

1. "Self-insured retention" shall also include the dollar amount listed in the declarations that will be paid by the insured before this insurance becomes applicable with respect to "wrongful acts" not covered by the "underlying insurance". The "self-insured retention" also does not apply to "wrongful acts" which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.

2. "Suit" shall also include any civil proceeding in which damages because of "wrongful acts" to which this insurance applies are alleged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE D - EXCESS / UMBRELLA WRONGFUL ACTS COVERAGE (INCIDENT BASIS)

This endorsement provides Excess / Umbrella Coverage for Wrongful Acts provided by the non Claims-Made Coverage forms shown in the Schedule of Underlying Insurance. This endorsement modifies insurance provided under the Commercial Liability Umbrella Coverage Form but only with respect to Coverage D - Excess / Umbrella Wrongful Acts Coverage.

Unless noted otherwise, this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance".

Words and phrases that appear in quotation marks have special meaning. Refer to the **Definitions** Section.

I. The following changes apply to SECTION I - COVERAGES:

A. The following is added:

**COVERAGE D - EXCESS / UMBRELLA
WRONGFUL ACTS COVERAGE -
INCIDENT BASIS**

1. Insuring Agreement

- a. We will pay the "ultimate net loss" in excess of the "retained limit" because of a "wrongful act" to which this insurance applies, provided that the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable limits of insurance.
- b. The amount we will pay for the "ultimate net loss" is limited as described under **LIMITS OF INSURANCE**.
- c. We will have no obligation under this insurance with respect to any claim or "suit" that is settled without our consent.
- d. This insurance only applies to:
 - (1) "Wrongful acts" committed during the policy period of this insurance; and
 - (2) Within the "coverage territory".
- e. All claims or "suits" based on or arising out of a single "wrongful act" or all "interrelated wrongful acts" of one or more insureds will be deemed to be one loss and to have first taken place at the time of the earliest of such "wrongful acts".

2. Investigation and Defense of Claims or suits

- a. We may investigate any claim or "suit" as we think appropriate. We have the right to participate in the defense of claims or "suits" against the insured seeking damages because of a "wrongful act" to which this insurance may apply. We will have a duty to defend "suits" seeking damages to which this insurance applies even if the allegations of the "suit" are groundless, false, or fraudulent, when the "retained limit" has been exhausted by payment of judgments or settlements. We have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply.
- b. When we have the duty to defend, we will pay for all defense expenses once our duty to defend begins. If we exercise our right to defend when we have no duty, we will pay only those defense expenses we incur.

If we provide a defense, we may investigate any claim or "suit" at our discretion. We may settle such claim or "suit" within the applicable Limit of Insurance for Wrongful Acts Coverage. However, we shall not settle any claim or "suit" without the

consent of the insured if the applicable "self-insured retention" is \$10,000 or greater and the claim falls within the "self-insured retention". If, however, the insured:

- (1) Refuses to consent to any settlement recommended by us and elects to contest the claim or "suit" or continue any legal proceeding in connection with such claim or "suit", then our liability for the claim or "suit" will not exceed the lesser of the amount for which the claim or "suit" could have been settled or the Limit of Insurance plus the incurred expenses up to the time of such refusal.
 - (2) Cannot be located by us after a search using reasonable diligence, then we will use our best efforts to make such settlement as we deem appropriate considering the circumstances and facts.
- c. Our right or duty to defend ends when we have used up the applicable Limit of Insurance in the payment of any combination of judgments or settlements as provided under SECTION III - LIMITS OF INSURANCE. This applies both to claims and "suits" pending at that time and those filed thereafter.
- d. When we control the defense of a claim or "suit," we will pay for the "defense expense." If by mutual agreement or court order the insured assumes control before the applicable Limit of Insurance is used up, we will reimburse the insured for reasonable "defense expense." However, we will not pay rates for attorney fees which are greater than those actually paid by us to attorneys retained by us in the ordinary course of business when we are defending similar actions in the community where the claim against the insured is being defended.
- e. As soon as practicable after we become aware that a Limit of Insurance is used up:
- (1) We will notify you of any outstanding claims and "suits" subject to that limit; and

- (2) You will then arrange to assume control of the defense of all such claims and "suits" against you or any other insured when our right or duty to defend them ends.

f. We will assist you in the transfer of control of the defense of claims and "suits" under c. or d. above. Until such arrangements are completed, we will take on behalf of any insured those steps that we think appropriate:

- (1) To avoid a default in any claim or "suit"; or

- (2) To the continued defense of a claim or "suit."

You agree that if we take such steps:

- (1) We do not waive or give up any of our rights under this insurance; and

- (2) You will reimburse us for any "defense expense" that arises out of such steps if the applicable Limits of Insurance for Wrongful Acts Coverage has been used up.

Our payment of "defense expense" will not reduce the Limits of Insurance.

3. Exclusions

In addition to the Exclusions in the applicable "underlying insurance", this insurance does not apply to:

a. Any obligation to pay expenses under any medical payments coverage.

b. Any obligation imposed under any of the following laws:

- (1) Employee Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended;

- (2) Any automobile no-fault, uninsured motorists, underinsured motorists or any similar law; or

- (3) Any workers compensation, disability benefits or unemployment compensation law or any similar law.

- c. Any "executive officer", "volunteer worker" or "employee" as an insured with respect to loss:
 - (1) To another officer, "volunteer worker", "employee" or co-"employee" of the same employer, if such loss occurs in the course of such employment;
 - (2) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph c.(1) above; or
 - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the loss described in Paragraphs c.(1) or (2) above.
 - d. Any claim or "suit" which would have been covered by "underlying insurance" but is not covered because of an insured's breach of or failure to comply with the terms and conditions of the "underlying insurance".
 - e. Any claim or "suit" that alleges a "wrongful act" or a series of "wrongful acts" however caused, arising, directly or indirectly, out of:
 - (1) War, including undeclared or civil war; or
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
 - f. Any claim or "suit" for which insurance is provided by Coverage A, Coverage B, or Coverage C included in this policy.
- B. The Supplementary Payments** applicable to Coverages A and B shall also apply to Coverage D.
- II. The following is added to LIMITS OF INSURANCE:**
- LIMITS OF INSURANCE FOR WRONGFUL ACTS (INCIDENT BASIS)**
- A. The Limits of Insurance shown in the Commercial Liability Umbrella Declarations and the rules below fix the most we will pay regardless of the number of:
 - 1. Insureds;
 - 2. Claims made or "suits" brought; or
 - 3. Persons or organizations making claims or bringing "suits".
 - B. The Incident Basis Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage D for each annual policy year.
 - C. Subject to B. above, the Each Loss limit is the most we will pay for the sum of all "ultimate net loss" under Coverage D because of any one "wrongful act" or all "interrelated wrongful acts" of one or more insureds.
 - D. The Incident Basis Aggregate Limit, as described in Paragraph B. above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Commercial Liability Umbrella Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
 - E. The Combined Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" payable under Coverage A, Coverage B, Coverage C and Coverage D for each annual policy year. The Combined Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Commercial Liability Umbrella Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- III. The **CONDITIONS** described under **SECTION IV** shall apply to this Coverage **D - Excess / Umbrella Wrongful Acts Coverage** subject to the following:
- A. The obligations described under **Duties In The Event Of Occurrence, Offense, Claim Or Suit** shall also apply to any "wrongful act" that may result in a claim or any claim or "suit" that alleges a "wrongful act".
 - B. The provisions applicable to Coverages **A** and **B** under **Other Insurance** shall also apply to Coverage **D**.
 - C. The provisions under **Maintenance Of Underlying Insurance** shall also apply to any "underlying insurance" that is shown in the Commercial Liability Umbrella Declarations to which Coverage **D** applies.
 - D. The following **Condition** is added:
 - State Changes**
 - 1. If any provision in this endorsement conflicts with any applicable state amendatory endorsement that modifies this Coverage Part, the provision in the state amendatory endorsement shall apply.
 - 2. If any provision in this endorsement conflicts with any applicable state statute, rule, or regulation, that provision is amended to conform to such statute, rule, or regulation.
- IV. The following changes apply to the **Definitions** Section:
- A. The following are added:
 - 1. "Wrongful act" means any breach of duty, negligent act, error, or omission as defined by the applicable "underlying insurance" for which the "underlying insurance" provides liability insurance coverage, or would have provided such coverage except for the exhaustion of limits by payments of judgments and settlements under the terms of such "underlying insurance".
 - 2. "Interrelated wrongful acts" means "wrongful acts" which arise out of and have as a common basis:
 - a. Related circumstances, situations, events, transactions or facts;
 - b. A series of related circumstances, situations, events, transactions or facts; or
 - c. A common pattern of conduct.
 - B. For purposes of this insurance:
 - 1. "Self-insured retention" shall also include the dollar amount listed in the declarations that will be paid by the insured before this insurance becomes applicable with respect to "wrongful acts" not covered by the "underlying insurance". The "self-insured retention" also does not apply to "wrongful acts" which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.
 - 2. "Suit" shall also include any civil proceeding in which damages because of "wrongful acts" to which this insurance applies are alleged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The insurance provided under **Section I - Coverage C - Excess / Umbrella Wrongful Acts Coverage**, and **Coverage D - Excess / Umbrella Wrongful Acts Coverage - Incident Basis** does not apply to any claim or "suit" arising directly or indirectly out of or resulting from any "wrongful act", action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LIMITED POLLUTION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" for which insurance is provided by our Limited Pollution Coverage Extension endorsement, in any "underlying insurance", or would be provided but for an applicable exclusion or breach of a condition of such Limited Pollution Coverage Extension endorsement or "underlying insurance".

Only with respect to this endorsement, the final paragraph of the Pollution exclusion in the Commercial Liability Umbrella Coverage Form does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETAINED LIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- I. The insurance provided by the Commercial Liability Umbrella Coverage Form only applies to claims or "suits" that are subject to an applicable "retained limit". If any other limit such as a sub-limit is specified in the "underlying insurance", this insurance does not apply to any claim or "suit" arising out of that exposure.
- II. The following changes apply to Section I – **Coverages**:
 - A. Under **Coverage A – Bodily Injury And Property Damage Liability**, part **b.** under Paragraph 1. **Insuring Agreement** does not apply.
 - B. Under **Coverage B – Personal And Advertising Injury Liability**, part **b.** under Paragraph 1. **Insuring Agreement** does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TRAMPOLINES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the use of a trampoline. However, this exclusion does not apply to "mini-trampolines".

As used in this endorsement, the term "mini-trampoline" means any trampoline which:

1. Has a jumping surface less than 601 square inches in area; or
2. Is specifically described in the Schedule below (Note: Absence of an entry in the Schedule means no exceptions are being made to the definition in 1. above).

SCHEDULE*

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIAL SUPPLEMENTAL SCHEDULE
OF UNDERLYING INSURANCE
(Employers Liability Insurance Variations)**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following applies to **Section I Coverage A - Bodily Injury And Property Damage Liability:**

For the purpose of determining coverage under Coverage A of this policy excess of "underlying insurance" which provides Employers Liability Insurance, the word "insured" means only an employer specified as a Named Insured in the Declarations of this policy.

The following is added to the Schedule of Underlying Insurance for Employers Liability:

Policy Number	Policy Period	Insured/Premium	Limits of Insurance
SP-8378-NY	7/1/21 7/1/22	SAFETY NATL CAS	2000000 2000000 2000000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS - PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

SCHEDULE*

Specified entities who are additional insureds under this Coverage Part, and who meet the requirements of 5. a. (1) and (2) below: CROSSGATES MALL GENERAL COMPANY NEWCO, LLC C/O THE PYRAMID CO THE CLINTON EXCHANGE CLINTON SQUARE SYRACUSE, NY 13202
<input type="checkbox"/> If this box is checked, all entities who are Additional Insureds under this Coverage Part, and who meet the requirements of 5. a. (1) and (2) below, are considered to be scheduled on this endorsement.

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

I. The provisions of this endorsement apply only to the entities shown in the Schedule above. For all other entities, Paragraph 5. of Section IV - **Conditions** continues to apply. All other relevant provisions of CU 00 01 continue to apply to all additional insureds under this Coverage Part.

II. Under Section IV - **Conditions**, Paragraph 5. **Other Insurance** is replaced by the following:

5. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to other insurance specifically written as excess over this Coverage Part.

This condition will also not apply to other insurance available to an additional insured under this coverage part provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement with the additional insured described in paragraph (1) above that this insurance would not seek contribution with any other insurance available to that additional insured.

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.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CRISIS EVENT EXPENSES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to any claim or "suit" involving crisis event expenses for which insurance is provided by our Crisis Event Expense Coverage endorsement or any other endorsement or "underlying insurance" that provides coverage for crisis event expenses, or would be provided but for an applicable exclusion or breach of a condition of such endorsement or "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LEAD CONTAMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to:

- (1) Any claim or "suit" that alleges "bodily injury", "property damage", or "personal and advertising injury" which would not have occurred in whole or in part but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of lead in any form.
- (2) Any claim or "suit" that alleges a "wrongful act" or a series of "wrongful acts" that caused or resulted in the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of lead in any form.

This exclusion applies:

- (1) To any claim or "suit" seeking damages for or because of any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of lead by any insured or by any other person or entity; or
- (2) To any claim or "suit" that is covered in any "underlying insurance" or would be covered but for an applicable exclusion or breach of a condition of such "underlying insurance".
- (3) Only to structures built prior to 1980 which have significant potential lead exposure, have not undergone lead abatement procedures, and where underlying coverage has excluded lead exposures.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EPIDEMIC OR PANDEMIC EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
This insurance does not apply to:
Epidemic Or Pandemic
1. Any claim or "suit" that alleges "bodily injury" or "property damage" arising out of the actual or alleged transmission of an "epidemic or pandemic".
 2. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
 - a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread an "epidemic or pandemic";
 - b. Testing for an "epidemic or pandemic";
 - c. Failure to prevent the spread of the "epidemic or pandemic"; or
 - d. Failure to report the "epidemic or pandemic" to authorities.
 3. This exclusion also applies to any loss, cost, or expense arising out of any:
 - a. Request, demand, or order that any "insured" or others test for, monitor, report, clean up, remove, contain, treat, detoxify, disinfect, sterilize, neutralize, or in any way respond to, assess the effects of, or eliminate an "epidemic or pandemic" or the conditions to which an "epidemic or pandemic" is attributed; or
 - b. Claim or suit by or on behalf of any governmental body or authority relating to testing for, monitoring, reporting, cleaning up, removing, containing, treating, detoxifying, disinfecting, sterilizing, neutralizing, or in any way responding to, assessing the effects of, or eliminating an "epidemic or pandemic" or the conditions to which an "epidemic or pandemic" is attributed.
- B. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
This insurance does not apply to:
Epidemic Or Pandemic
1. Any claim or "suit" that alleges "personal and advertising injury" arising out of the actual or alleged transmission of an "epidemic or pandemic".
 2. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
 - a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread an "epidemic or pandemic";
 - b. Testing for an "epidemic or pandemic";
 - c. Failure to prevent the spread of the "epidemic or pandemic"; or
 - d. Failure to report the "epidemic or pandemic" to authorities.
 3. This exclusion also applies to any loss, cost, or expense arising out of any:
 - a. Request, demand, or order that any "insured" or others test for, monitor, report, clean up, remove, contain, treat, detoxify, disinfect, sterilize, neutralize, or in any way respond to, assess the effects of, or eliminate an "epidemic or pandemic" or the conditions to which an "epidemic or pandemic" is attributed; or
 - b. Claim or suit by or on behalf of any governmental body or authority relating to testing for, monitoring, reporting, cleaning up, removing, containing, treating, detoxifying, disinfecting, sterilizing, neutralizing, or in any way responding to, assessing the effects of, or eliminating an "epidemic or pandemic" or the conditions to which an "epidemic or pandemic" is attributed.

C. The following definition is added to the **SECTION V - DEFINITIONS** Section:

"Epidemic or pandemic" means any infectious epidemic or pandemic that is declared (announced or otherwise notified) by the U. S. Centers for Disease Control and Prevention and/or World Health Organization, including but not limited to COVID-19.



Utica National Insurance Group

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

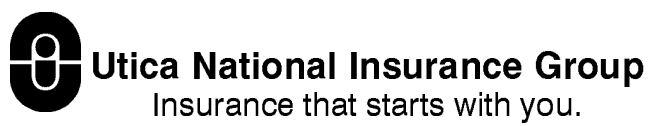
PREMIUM PAYMENT SCHEDULE

POLICY NUMBER:	CUL 1489123	U0401
INSURED:	VOORHEESVILLE CENTRAL SCHOOL D	TEN EYCK GROUP
POLICY EFFECTIVE:	07/01/21	1924 WESTERN AVENUE
		ALBANY NY 12203

DATE PAYABLE	PREVIOUS PAYMENT SCHEDULE	PAYMENT CHANGE	SURCHARGE AMOUNT	PREMIUM AMOUNT	AMOUNTS TO PAY
07/01/21				\$ 6,535.00	\$ 6,535.00
10/01/21				6,533.00	6,533.00
01/01/22				6,533.00	6,533.00
04/01/22				6,533.00	6,533.00
TOTALS				\$ 26,134.00	\$ 26,134.00

THIS SCHEDULE WAS PRODUCED 06/14/21, AS THE RESULT OF A RENEWAL .





Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413