

# **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed 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.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

# **JAMES RIVER INSURANCE COMPANY**

## **Privacy Policy**

**We do not sell customer information to nonaffiliated third parties, and we do not share customer information with nonaffiliated third parties except those parties who perform contractual services for us, and parties to which we are authorized to provide information by law.** In addition, when we provide information to affiliates or non-affiliates, we limit those disclosures to information about your transactions and experiences with us and to disclosures otherwise permitted by law. You do not need to take any action to prevent us from selling or sharing information we obtain about you.

**We use security measures and training in our effort to protect the customer information we collect.** We protect the information we obtain about you by maintaining physical, electronic and procedural safeguards.

**We collect the following types of information about you when you purchase or use our products and services.** Most of the information that we obtain about you comes directly from you, such as through the insurance applications you submit when requesting insurance products. These applications and other inquiries we make of you allow us to learn information that we may use to contact you in the future, such as your name, address, telephone number and e-mail address. In addition, insurance applications and other information you provide enables us to determine the type and value of your insured property, the types of insurance coverages you have or in which you might be interested, and similar information.

If you visit an Internet site that we maintain, we might request or obtain information that will enable us to identify you as a registered user, such as your name, a user identification name, a password, password reminders, and your Internet service provider. We might use a "cookie" to retain some of this information. We also might obtain information about your operating system, web browser and similar information to enable us to improve the operation of our site.

When we consider products and services in which you may be interested, we often review information that we have about your past transactions with us or our affiliates, such as your existing or former policy coverages, premiums and payment history. In addition, we may learn information about your transactions with nonaffiliated third parties, including the types of products or services you obtained from them and your experiences with them. Finally, we may obtain other information from third parties that has a bearing upon your eligibility for the products or services you seek from us. This information may include your credit report or information about your creditworthiness, or other information maintained by consumer reporting agencies.

**We provide customer information only to our affiliates and to nonaffiliates that must protect your customer information.**

**We also may provide information as mentioned in this notice to nonaffiliated third parties that perform services for us or perform functions on our behalf, such as marketing and research, or to other financial institutions with which we have joint agreements for activities such as marketing. By law, our contracts with these parties must prevent them from using the information they receive about you except as described in this notice.**

Finally, we may share customer information as permitted by applicable law. This means that we will share information with parties as necessary to affect, administer, or enforce transactions that you request. For example, we might provide information to a company that processes, prints and mails our insurance policies to you, or to a company that adjusts claims under your policies. We also might disclose customer information to other entities specified by law, such as insurance advisory organizations, our attorneys and accountants, consumer reporting agencies, or civil and regulatory authorities. Federal law sets the limitations on these types of disclosures.

**We strive to keep our records as accurate as possible.** We attempt to maintain accurate records about you and we will gladly make appropriate corrections when you notify us. Of course, we do not control the accuracy of information gathered and provided by third parties, and you may need to notify third parties directly if you believe that any information we received from them is inaccurate. You may request the name and address of any consumer-reporting agency from which we obtain a report on you. You then may contact that consumer-reporting agency to request a copy of the report it makes or to advise of any changes to the information they maintain and report.

We will provide one copy of this Privacy Policy to joint contract holders. Please share this information with everyone covered under your policy or contract.

# **James River Insurance Claims Information**

## **Reporting a Claim**

- New Claims must be reported in writing by Fax, Email or by Mail.
- New Claims notices are not acceptable by telephone.
- If you are inquiring about an existing Claim, please contact your Claims representative directly or call (804) 289-2712

### **Contact Information:**

**Email:** CoreClaims@jamesriverins.com

**Fax:** (804) 420-1058, Attention: Claims Department

**Mail:**

Claims Department  
James River Insurance Company  
PO Box 27648  
Richmond, VA 23261

## **Insured's Duties in Respect to Claims**

Please read your policy.

Your duties and responsibilities when a claim occurs are detailed in your policy.



## IMPORTANT NOTICE - TEXAS INFORMATION AND COMPLAINT PROCEDURES

### Have a complaint or need help?

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

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

#### **James River Insurance Company**

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

**Call: James River Insurance Company at (804) 289-2700**

**Email:** [info@jamesriverins.com](mailto:info@jamesriverins.com)

**Mail:** PO Box 27648, Richmond, VA 23261

#### **The Texas Department of Insurance**

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

**Call with a question:** 1-800-252-3439

**File a complaint:** [www.tdi.texas.gov](http://www.tdi.texas.gov)

**Email:** ConsumerProtection@tdi.texas.gov

**Mail:** MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### ¿Tiene una queja o necesita ayuda?

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

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

#### **James River Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros:

**Llame a: James River Insurance Company al (804) 289-2700**

**Correo electrónico:** [info@jamesriverins.com](mailto:info@jamesriverins.com)

**Dirección postal:** PO Box 27648, Richmond, VA 23261

#### **El Departamento de Seguros de Texas**

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

**Llame con sus preguntas al:** 1-800-252-3439

**Presente una queja en:** [www.tdi.texas.gov](http://www.tdi.texas.gov)

**Correo electrónico:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**Dirección postal:** MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

# **COMMERCIAL EXCESS LIABILITY POLICY DECLARATIONS**

**JAMES RIVER INSURANCE COMPANY  
6641 WEST BROAD STREET, SUITE 300  
RICHMOND, VA 23230**

**POLICY NUMBER:  
00123606-4**

**ITEM 1.** NAMED INSURED AND MAILING ADDRESS:      PRODUCER: 10773  
Sako and Partners Lower Holdings LLC      R-T Specialty (Kansas City)  
945 Bunker Hill Road Floor 14      1100 Walnut Street, Suite 3200  
Houston, TX 77024      Kansas City, MO 64106

**ITEM 2.** POLICY PERIOD:      From: 04/01/2025      To: 04/01/2026  
12:01 A.M. Standard Time at your mailing address

**ITEM 3.** BUSINESS DESCRIPTION:      Limited Liability Co  
Apartments

**ITEM 4.** LIMITS OF INSURANCE:

A. Each Occurrence.....\$ 5,000,000  
B. Annual Aggregate.....\$ 5,000,000

**ITEM 5.** SCHEDULE OF UNDERLYING INSURANCE:  
See attached Schedule B – Schedule of Underlying Insurance

**ITEM 6.** PREMIUM COMPUTATION:  
Advance Minimum and Deposit.....\$

**ITEM 7.** ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION:  
See attached Schedule A – Schedule of Forms

**ITEM 8.** RETROACTIVE DATE:      N/A

**ITEM 9.** COMPANY FEE:      \$

**ITEM 10.** TOTAL AMOUNT DUE AT INCEPTION:      \$

# SCHEDULE A

FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY:

**POLICY NO. 00123606-4**

| FORM NUMBER   | DESCRIPTION   |
|---------------|---|
| ILP001-0104   | US Treasury Departments Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders                        |
| AP0100US-0403 | Privacy Policy  |
| PN-31US-0523  | James River Insurance Claims Information  |
| AP5002US-0320 | Important Notice - Texas Information and Complaint Procedures   |
| XC0001US-0306 | Commercial Excess Liability Policy Declarations   |
| AP0001US-0403 | Schedule A  |
| XC0003US-0916 | Schedule of Underlying Insurance  |
| XC0002US-0607 | Commercial Excess Liability Policy  |
| AP2103US-0607 | Minimum Policy Premium  |
| XC2250US-0403 | Unimpaired Aggregate Limit Endorsement (Non-Concurrency)  |
| XC2259US-0104 | Sublimited Coverages Exclusion  |
| AP5031US-0410 | Primary and Non Contributory Endorsement  |
| AP2104US-1223 | Common Policy Conditions  |
| AP2107US-0624 | Binding Arbitration   |
| XC2114US-0516 | Premium Audit Conditions  |
| AP2031US-0411 | Exclusion - Cross Suits   |
| AP2102US-0403 | Communicable Disease Exclusion  |
| XC2100US-0222 | Nuclear Energy Liability Exclusion Endorsement  |
| XC2102US-0403 | Fungi or Bacteria Exclusion   |
| XC2107US-0904 | Real and Personal Property Care, Custody or Controls Exclusion - Property Damage  |
| XC2119US-0524 | Combined Policy Exclusions  |
| XC2124US-1105 | Absolute Pollution and Pollution Related Liability Exclusion - Including Hostile Fire Exception                         |
| XC2151US-0109 | Named Insured Versus Named Insured Exclusion  |
| XC2238US-0106 | Exclusion - Occupational Disease  |
| XC2281US-0120 | Exclusion of Liability - Other Policies   |
| XC5045US-1211 | Exclusions - E-mails, Fax, Phone Calls for Other Methods of Sending, Recording and Distributing Material or Information |
| XC5072US-1117 | Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability                     |
| XC5080US-0523 | Exclusion - Biometric Information Privacy Claim   |
| XC5082US-1023 | Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)  |
| AP5027R-0115  | Rejection of Coverage for Certified Acts of Terrorism Coverage  |
| XC5055US-0115 | Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the US and Excl     |
| IL1201-1185   | Premium Audit Endorsement   |
| IL1201-1185   | Georgia Amendatory - Absolute Firearms Hazards Exclusion  |

# SCHEDULE OF UNDERLYING INSURANCE

## SCHEDULE B

### COMMERCIAL EXCESS LIABILITY COVERAGE

This schedule forms a part of Policy No. 00123606-4

| TYPE OF POLICY | LIMITS OF LIABILITY |
|----------------|---------------------|
|----------------|---------------------|

#### A. COMMERCIAL GENERAL LIABILITY

|               |   |  |              |
|---------------|---|--|--------------|
| Company:      | James River Insurance Company   | Each Occurrence:                         | \$1,000,000  |
|               |   | General Aggregate:                       | \$2,000,000  |
| Policy No.:   | 00129579  | Products-Completed Operations Aggregate: | \$2,000,000  |
| Policy Dates: | 04/01/2025 to 04/01/2026  | Personal & Advertising Limit:            | \$1,000,000  |
|               |   | Hired & Non-Owned Limit Each Accident:   | \$1,000,000  |
|               |   | Annual Aggregate:                        | \$10,000,000 |
|               | Occurrence <input checked="" type="checkbox"/> Claims Made <input type="checkbox"/> | Retroactive Date:                        | N/A          |

#### B. EMPLOYEE BENEFITS LIABILITY

|               |                               |   |                              |
|---------------|-------------------------------|---|------------------------------|
| Company:      | James River Insurance Company | Each Employee Limit:  | \$1,000,000                  |
|               |                               | Annual Aggregate:   | \$1,000,000                  |
| Policy No.:   | 00129579                      |   |                              |
| Policy Dates: | 04/01/2025 to 04/01/2026      | Occurrence <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> | Retroactive Date: 04/01/2020 |

**C. COMMERCIAL GENERAL LIABILITY**

|               |   |  |              |
|---------------|---|--|--------------|
| Company:      | James River Insurance Company   | Each Occurrence:                         | \$1,000,000  |
|               |   | General Aggregate:                       | \$2,000,000  |
| Policy No.:   | 00153817  | Products-Completed Operations Aggregate: | \$2,000,000  |
| Policy Dates: | 04/01/2025 to 04/01/2026  | Personal & Advertising Limit:            | \$1,000,000  |
|               |   | Hired & Non-Owned Limit Each Accident:   | \$1,000,000  |
|               |   | Annual Aggregate:                        | \$10,000,000 |
|               | <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made | Retroactive Date:                        | N/A          |

**D. COMMERCIAL GENERAL LIABILITY**

|               |   |                   |          |
|---------------|---|-------------------|----------|
| Company:      | Self Insured Retention  | Each Occurrence:  | \$50,000 |
| Policy No.:   | TBD   |                   |          |
| Policy Dates: | 04/01/2025 to 04/01/2026  |                   |          |
|               | <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made | Retroactive Date: | N/A      |

**E. COMMERCIAL GENERAL LIABILITY**

|               |   |  |              |
|---------------|---|--|--------------|
| Company:      | James River Insurance Company   | Each Occurrence:                         | \$1,000,000  |
|               |   | General Aggregate:                       | \$2,000,000  |
| Policy No.:   | 00142148  | Products-Completed Operations Aggregate: | \$2,000,000  |
| Policy Dates: | 04/01/2025 to 04/01/2026  | Personal & Advertising Limit:            | \$1,000,000  |
|               |   | Hired & Non-Owned Limit Each Accident:   | \$1,000,000  |
|               |   | Annual Aggregate:                        | \$10,000,000 |
|               | <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made | Retroactive Date:                        | N/A          |

# **COMMERCIAL EXCESS LIABILITY POLICY**

## **PROVISIONS**

Various provisions in this policy restrict coverage. Read the entire policy and any underlying insurance(s) carefully to determine rights, duties and what is covered and 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 an Insured under the "underlying insurance". The words "we" and "us" refer to the COMPANY shown in the DECLARATIONS. Other words and phrases that appear in quotation marks or bold print have special meanings. Refer to the Definitions – Section V.

## **SECTION I – EXCESS LIABILITY INSURANCE**

### **INSURING AGREEMENT:**

We will pay those sums in excess of the scheduled "underlying insurance(s)" that you become legally obligated to pay as damages because of injury or property damage to which this insurance applies, provided that the damages would be covered by the scheduled "underlying insurance(s)", or would apply but for the exhaustion of the applicable Limits of Insurance.

This policy shall follow the terms, definitions, conditions and exclusions of the scheduled "underlying insurance(s)", subject to the policy period, policy limits, premiums and all other terms, definitions, conditions and exclusions of this policy. If any provisions of the scheduled "underlying insurance(s)" conflict with any provisions of this policy, the provisions of this policy will apply.

This policy will not in any event provide broader coverage than those provided by the scheduled "underlying insurance(s)".

The amount we will pay for damages shall not exceed the Limits of Insurance shown in the Declarations.

## **SECTION II – LIMITS OF INSURANCE**

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the Company's liability is limited as follows:

1. The Limits of Insurance under this policy apply only when the total applicable limits of the scheduled "underlying insurance(s)" have been exhausted by the payment of claims for damages.
2. The Limit of Insurance shown in the Declarations as Each Occurrence is the most we will pay for damages because of bodily injury, property damage, personal and advertising injury arising out of any one occurrence or offense.
3. The Limit of Insurance shown in the Declarations as the Annual Aggregate is the most we will pay for all damages.

4. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless this policy 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 policy period for the purposes of determining the limit of insurance.

### **SECTION III – DEFENSE, INVESTIGATION AND SETTLEMENT**

The Company will have the right and be given the opportunity to participate in the investigation, defense and settlement of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limits of insurance in the schedule of “underlying insurance(s)” has been exhausted by payments of judgments, settlements and any costs or expenses subject to such limit. We may, at our discretion, investigate and settle any claims or suits.

Subject to the above provisions, costs incurred by you shall be paid as follows:

- a) All costs incurred by you without written consent of the Company shall be paid by you.
- b) If a claim or suit is settled within the limits of insurance of the scheduled “underlying insurance(s)”, no costs will be payable by the Company.
- c) When we assume the defense of any claim or suit against you that seeks damages covered by this policy, we will pay all costs to the extent that such payments are not covered elsewhere.
- d) If the scheduled “underlying insurance(s)” include defense costs and expenses within the limits of insurance of those policy(ies), then any such payments we make are included and will reduce the Limits of Insurance as shown in the Declarations.

In the event you or the underlying insurer(s) elect not to appeal a judgment in excess of the limits of the scheduled “underlying insurance(s)” we may elect to make such an appeal. If we so elect, we shall incur and pay, in addition to the applicable Limits of Insurance all costs or expenses we incur.

The amount we will pay for damages shall not exceed the Limits of Insurance shown in the policy Declarations.

We will have no duty to investigate, defend or settle claims or suits brought against you once the Limits of Insurance of this policy as shown in the Declarations are exhausted, or if claims or suits brought against you are excluded from coverage under this policy.

### **SECTION IV – EXCLUSIONS**

In addition to the exclusions included in the scheduled “underlying insurance(s)”, any endorsed exclusions, or listed herein will also apply to the Limits of Insurance and coverages available under this policy. If there are conflicts in the exclusions of the scheduled “underlying insurance(s)” with any of the exclusions of this policy, the exclusions of this policy will apply.

**1) Uninsured/Underinsured Motorists** – this policy does not apply to:

- Any liability, loss and/or damage, expense, costs, or defense arising out of any:
- a) Uninsured or Underinsured Motorist law; or
  - b) No Fault Law or similar act or law; or
  - c) Any automobile accident reparation law.

## **SECTION V – DEFINITIONS**

**1. “Underlying Insurance(s)” – means:**

The policy or policies or self insurance listed in the Schedule of Underlying Insurance forming a part of this policy, any replacements or renewals thereof, provided that such replacement or renewal policy(ies) provide coverage equivalent to and afford limits of insurance equal to or greater than the policy(ies) being renewed or replaced.

- a) Policies purchased or issued for newly acquired or newly formed organizations shall not be more restrictive than any of the policies included in the Schedule of Underlying Insurance.
- b) The limits of the policies included in the Schedule of Underlying Insurance shall be deemed to be applicable regardless of
  - I. Any defense which the underlying insurer may assert; or
  - II. The insured's failure to comply with any condition of any such policy; or
  - III. The insolvency of the underlying insurer.

## **SECTION VI – CONDITIONS**

If any conditions of the scheduled “underlying insurance(s)” conflict with any conditions of this policy, the conditions of this policy will apply.

**1) Maintenance of Underlying Insurance(s):**

You will maintain the “underlying insurance(s)” in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change to that “underlying insurance(s)” by the same or any other company.

If you do not maintain the “underlying insurance(s)” in full force and effect or fail to meet all conditions, terms and warranties of such “underlying insurance(s)”, this policy will apply as if those policies were available and collectible.

The aggregate limits of the “underlying insurance(s)” shall be unimpaired at the effective date of this policy and, for the purpose of the insurance provided by this policy, only occurrences taking place during the term of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

If replacement policies provide coverage that is broader or limits of insurance that are less those indicated in the scheduled “underlying insurance(s)” then this policy will apply as if the terms, conditions and limits of the original scheduled “underlying insurance(s)” were still available and collectible, except insofar as this policy has been endorsed in writing to reflect such changes in the “underlying insurance(s)”.

Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable under this policy only to the extent that we would have been liable if you had complied.

For the purposes of this policy, if any "underlying insurance(s)" is not available or collectible because of:

- a. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance(s)"; or
  - b. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;
- then this policy shall apply (and amounts payable hereunder shall be determined) as if such "underlying insurance(s)" were available and collectible.

No statement contained in this condition limits our right to cancel or not renew this policy.

**2) Other Insurance:**

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent, or any other basis, except any other insurance written specifically to be excess over this policy.

**3) Duties in the Event of an Occurrence, Claim, or Suit:**

You must see to it that we are notified as soon as practicable of an occurrence that may result in a claim for damages or suit under this policy. To the extent possible, notice should include:

- a) How, when and where the occurrence took place;
- b) The names, addresses of any injured persons and any witnesses; and
- c) The nature and location of any injury or damage arising out of the occurrence.

If a claim is made, or suit is brought against you, which is reasonably likely to involve this policy, you must notify us in writing. Written notice should be mailed to the Company at the address shown on the Declarations page of this policy.

You and any other "insured" must immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or suit. In addition, you must authorize us to obtain records and other information, cooperate with us in the investigation, settlement and defense of the claim or suit and assist us upon our request, in the enforcement of any right against any person or organization that may be liable to you because of injury or damage to which this policy may apply.

You, except at your own cost, will not voluntarily make payment, assume any obligation or incur any expense without our consent.

**4) Transfer of Your Rights and Duties Under this Policy:**

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

If you die or are legally incapacitated, bankrupt or insolvent, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. In any event, Notice of Cancellation sent to the first Named

Insured as shown in the Declarations, and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

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

## **MINIMUM POLICY PREMIUM**

This endorsement modifies and amends insurance provided under the following:

### **ALL COVERAGE PARTS**

This endorsement sets forth the minimum earned premium for the policy. The minimum earned premium for this policy is calculated in accordance with the following:

1. The minimum premium for the policy period is 100% of the total policy premium as shown on the policy declarations page plus any premium adjustment by endorsements and any additional premium developed by audit.
2. Audits that indicate a return premium will not reduce the minimum as stated in paragraph 1.
3. If the insured cancels this policy and the policy is not subject to audit, the return premium will be 90% of the unearned policy premium; however in no event will the Company retain less than **25%** of the minimum premium shown in paragraph 1. above.
4. If the insured cancels this policy and the policy is subject to audit, the earned premium will be determined by final audit, however in no event will it be less than **25%** of the minimum premium as described in paragraph 1. above.
5. If the Company cancels the policy for any reason, other than for non-payment of premium, then the insured will be returned the full amount of the unearned premium without any minimum premium restrictions.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **UNIMPAIRED AGGREGATE LIMIT ENDORSEMENT (Non-Concurrency)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

You agree that the aggregate limits of the scheduled "underlying insurance" as shown in the Schedule of Underlying Insurance shall be unimpaired at the effective date of this policy and, for the purpose of the insurance provided by this policy, only occurrences taking place during the term of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **SUBLIMITED COVERAGES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE PART**

This insurance does not apply to liability arising out of:

Any coverages included in the policies shown on the Schedule of Underlying Insurance that have limits less than the per occurrence or per claim limit, or the aggregate limits shown for that particular scheduled underlying policy.

This exclusion applies regardless of the limits of insurance of the underlying policy and whether or not those limits of insurance are part of, in addition to, or, separate from the limits of insurance of the underlying policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **PRIMARY AND NON CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**ALL COVERAGE PARTS**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s):</b>                                       |
|---|
| Where required by written contract or written agreement   |
| If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy. |

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **COMMON POLICY CONDITIONS**

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

### **1. CANCELLATION AND NON-RENEWAL**

- A. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- B. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- C. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- D. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
- E. 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 unless cancellation is due to non payment of premium, in which case the refund may be less than 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.
- F. If notice is mailed, proof of mailing will be sufficient proof of notice.

If we elect not to renew this policy, we shall mail written notice to the First Named Insured at the address shown in the Declarations. Such written notice of non-renewal shall be mailed at least 30 days prior to the end of the policy term.

### **2. 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.

### **3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

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

### **4. REPRESENTATIONS**

By accepting this policy, you agree:

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

### **5. SERVICE OF SUIT**

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon the Company's President, or his nominee, at the address shown on the Declarations page of this policy, and that in any suit instituted against any one of them upon this policy, this Company will abide by the final decision of such Court or of any

Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the request of the insured to give a written undertaking to the insured that it or they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, this Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## **6. TERMS, CONDITIONS AND PREMIUM**

On each renewal, continuation, anniversary of the effective date of the policy or on an annual basis, the Company will determine the rate and premium and/or amend the terms and conditions in accordance with the rates and rules then in effect.

## **7. 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.

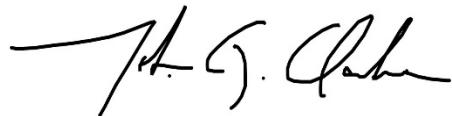
If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but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

## **8. RIGHTS TO REIMBURSEMENT OF DEFENSE COSTS AND EXPENSES**

Notwithstanding any terms or conditions to the contrary, if we defend an insured or pay for an insured's defense, but later determine that the claim is not covered under this policy, we will have the right to reimbursement for defense costs and expenses we have incurred. The right to reimbursement for defense costs and expenses under this provision will only apply to defense costs and expenses we have incurred after we notify the insured in writing that coverage may not apply, and that we are reserving our right to terminate the defense and seek reimbursement for defense costs and expenses.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless signed by duly authorized representatives of this Company.

**VICE PRESIDENT**



**PRESIDENT**



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

## **BINDING ARBITRATION**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE PARTS**

Notwithstanding anything contained in this policy to the contrary, if we and an insured, any person or organization seeking to qualify as an insured, or any person or organization seeking to recover from us on an agreed settlement or on a final judgment against an insured disagree as to the rights and obligations owed by us under this policy, then either we or such a party may make a written demand for arbitration. Upon a written demand by either us or such a party for arbitration, all disputes that may arise out of or are in relation to this policy, including but not limited to the duty to defend or the duty to indemnify for a claim made against an insured or any person or organization seeking to qualify as an insured, will be subject to binding arbitration.

If, within 30 days of the date such a demand is made, the parties agree to both the selection of, and arbitration before, a single arbitrator, then binding arbitration will proceed before a single arbitrator. Each party will pay the expenses it incurs; and will bear the expenses of the single arbitrator equally. A decision by the single arbitrator will be binding.

If, within 30 days of the date such a demand is made, either party does not agree to arbitration before a single arbitrator, or the parties cannot agree on the selection of a single arbitrator, then binding arbitration will proceed before three arbitrators. Each party will select an arbitrator within 30 days of the date that it is determined that binding arbitration will proceed before three arbitrators. The two arbitrators will then select a third arbitrator. If the two arbitrators cannot agree on the selection of a third arbitrator within 30 days, either party may request that the selection of the third arbitrator be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs; and will bear the expenses of the third arbitrator equally. A decision agreed to by two of the three arbitrators will be binding.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address for the first Named Insured shown in the Declarations is located and will be subject to the laws and procedural and evidentiary rules of the state in which that county or parish is located.

If a party prevails against us in the arbitration, and in addition to satisfaction of the arbitration award, we offer to pay that party's expenses and reasonable attorney fees incurred as a result of the arbitration, then that party will have no right to take legal action against us for any further damages or causes of action that may arise out of or are in relation to this policy, including but not limited to any claims for breach of contract, breach of implied covenants, unreasonable withholding of or delay in providing contract benefits, extracontractual relief or any form of punitive, exemplary, consequential or statutory damages.

If we prevail against a party in the arbitration, the arbitrators shall award us reimbursement of any defense costs and expenses as may be determined by the arbitrators to be applicable pursuant to the Rights to Reimbursement of Defense Costs and Expenses provision in the Common Policy Conditions.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **PREMIUM AUDIT CONDITIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following is added to **SECTION VI--CONDITIONS:**

### **Premium Audit**

- a.** We will compute all premiums for this policy in accordance with our rules and rates.
- b.** Premium shown in this policy 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.
- 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. We have the right, but not the obligation, to conduct a physical audit of records needed for premium computation after the expiration of this policy.
- d.** Your refusal to maintain or provide needed records, or to allow us to conduct a physical audit of needed records, will result in our developing and calculating a final audit premium based on information available to us and without your cooperation. If final premium audits calculated without your cooperation result in additional premium, you are obligated to pay such additional premium.
- e.** Failure to pay any additional premium due resulting from a Premium Audit when due may result in the cancellation of any additional or subsequent policy in effect with the Company, at our sole discretion.
- f.** Any additional or subsequent policy in effect after the term of this policy with the Company shall be subject to adjustment of its rating base based on the Premium Audit, at our sole discretion.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **EXCLUSION – CROSS SUITS**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE PARTS**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" or any other claim for damages brought by any insured covered by this policy, against any other insured that has an ownership interest in, is operated, controlled, or managed by or is a parent, subsidiary or affiliate of any such insured.

This exclusion does not apply to any additional insured added to this policy by endorsement if such additional insured is:

1. specifically named in the Schedule of such endorsement, or
2. an indemnitee in a written contract or written agreement between any Named Insured and any additional insured signed before the date of the first "occurrence" or first offense and requiring the Named Insured to add such indemnitee as an additional insured;

Provided such additional insured:

- a. is not a parent, subsidiary or affiliate of the Named insured;
- b. does not have any ownership interest in the Named insured;
- c. is not owned, operated, controlled or managed by the Named insured.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE PARTS**

This Policy does not apply to any claim or suits based on or directly or indirectly arising out of or resulting from:

1. Any form of communicable disease; or
2. Any sexually transmitted disease; or
3. Any form of inhalation, absorption or contact; or
4. Acquired Immunodeficiency Syndrome, or Human Immunodeficiency Virus, or exposure to another having the same, or to substances or materials contaminated with the same; or
5. Failure by an insured to perform services which were either intended to or assumed to prevent communicable diseases or their transmission to others; or
6. Fear of contracting Acquired Immunodeficiency Syndrome, Human Immunodeficiency Virus, or any other communicable disease; or
7. The negligent:
  - a. employment,
  - b. investigation,
  - c. placement,
  - d. supervision,
  - e. reporting to the proper authorities or failure to so report,
  - f. hiring,
  - g. training or
  - h. retention

of a person for whom any insured is or ever was responsible and whose conduct is excluded in 1. through 6. above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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 EXCESS LIABILITY COVERAGE PART

**A.** The following exclusion is added to the **Exclusions** section:

Insurance provided under this Coverage Part does not apply to:

#### Nuclear Energy Liability

a. Under any Liability Coverage, to "injury or 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 "injury or 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 "injury or 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.

**B. Additional Definitions**

As used in this endorsement:

1. "Hazardous properties" includes radioactive, toxic or explosive properties.
2. "Nuclear facility" means:
  - a. Any "nuclear reactor";
  - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
  - c. Any equipment or device used for 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.

3. "Nuclear material" means "source material", "special nuclear material" or "by-product material".
4. "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.
5. "Injury or damage" includes all forms of radioactive contamination of property.
6. "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.
7. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
8. "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".

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY**

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

- A.** Bodily Injury, Property Damage which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.
- B.** Personal and Advertising Injury which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury.
- C.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to, or assessing the effects of "fungi" or bacteria, by any Insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

The following definition is added to Section V – Definitions of this policy:

"Fungi" – means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi,

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **REAL AND PERSONAL PROPERTY CARE, CUSTODY OR CONTROL EXCLUSION-PROPERTY DAMAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE**

This insurance does not apply to property damage arising out of:

1. Property you use, 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;
2. Property loaned to you;
3. Property in the care, custody or control of any insured;
4. Property transported by the insured; or
5. Premises you sell, give away or abandon, if the property damage arises out of any part of those premises, and occurred from hazards that were known by you, or should have reasonably been known by you at the time the property was transferred or abandoned.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **COMBINED POLICY EXCLUSIONS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE PART**

- A. The following exclusions are added under SECTION IV – EXCLUSIONS of this policy:**

#### **1. Asbestos, Asbestos-Related Dust, Lead, Silica or Silica-Related Dust**

“Injury or damage”, including any claim or “suit”, arising out of, resulting from, caused or contributed to by “asbestos”, “asbestos-related dust”, “lead”, “silica” or “silica-related dust” is not covered under this policy, nor are any expenses nor any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with occurrences arising or alleged to have arisen out of same, including but not limited, to any:

- a. “Injury or damage” of any type, arising out of the inhalation, ingestion, physical exposure to, absorption of, or toxic substances of or from “asbestos”, “asbestos-related dust”, “lead”, “silica” or “silica-related dust” in any form, or from any goods, products or structures containing same, or property damage or devaluation of property arising from any form of same;
- b. Existence of “asbestos”, “asbestos-related dust”, “lead”, “silica” or “silica-related dust”, in any form, in occupancy or construction, or the manufacture, sale, transportation, handling, storage, disposal, or removal of same, or goods or products containing same;
- c. Loss, cost, expense, fines and/or penalties arising out of any:
  - (1) Request, demand, order, governmental authority or directive or that of any private party or citizen action that any insured, or others, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of “asbestos”, “asbestos-related dust”, “lead”, “silica” or “silica-related dust”; or
  - (2) Any litigation or administrative procedure in which any insured or others may be involved as a party in response to the effects or alleged effects of “asbestos”, “asbestos-related dust”, “lead”, “silica” or “silica-related dust”;
- d. Supervision, instructions, recommendations, requests, warnings or advice given or which should have been given, as well as any costs, including but not limited to abatement, mitigation, removal, containment, treatment, detoxification, neutralization, or disposal of same or in any way responding to or assessing the effects of same; or
- e. Actual or alleged asbestosis, lead poisoning, silicosis or any other similar condition.

This exclusion applies regardless of whether:

- a) “Injury or damage” claimed is included within the “products/completed operations hazard” of the “underlying insurance(s)”; or
- b) An alleged cause for the “injury or damage” is the insured’s negligent hiring, placement, training, supervision, retention, act, error or omission.

#### **2. Claim(s) in Progress**

- a. “Injury or damage” which begins, occurs or takes place, or is alleged to have begun, occurred or taken place, in whole or in part, before the inception date of this policy.

This exclusion applies regardless of whether such “injury or damage”:

- (1) Is known to any insured, even though the nature and extent of such “injury or damage” may change and even though the damage may be continuous, progressive, cumulative, changing or evolving, and even though the occurrence or offense causing such “injury or damage” may be or

- may involve a continuous or repeated exposure to substantially the same general harm;
- (2) Is or is alleged to be, in the process of occurring as of the inception date of the policy even if the "injury or damage" continues during this policy period; or
  - (3) Is caused, or is alleged to have been caused, by any defect, deficiency, inadequacy, condition or construction which first existed prior to the inception date of this policy, regardless of when such "injury or damage" first manifested or is alleged to have first manifested.
- b. All property damage to any portion of any unit, building, common area, wall, walkway, fence, parking structure, driveway, parking lot, or any other structure within a single project or development, and arising from the same general type of harm, shall be deemed to have occurred at the earliest time such damage occurs or is alleged to have occurred to any such unit, building, common area, wall, walkway, fence, parking structure, driveway, parking lot, or other structure within the same project or development, even though the existence, nature and extent of such "injury or damage" may change, may be intermittent in nature, or may cease and resume at any time.

This exclusion will apply if the "event" causing such "injury or damage" begins, occurs or takes place, or is alleged to have begun, occurred or taken place, in whole or in part, before the inception date of coverage and continues into or resumes during the policy period, including damage which may be or involve a continuous or repeated exposure to substantially the same general harm which also continues or takes place (in the case of repeated exposure to substantially the same general harm) during the policy term.

### **3. Discrimination**

"Injury or damage", or other consequential damages, loss, or claim for injunctive, restitution or non-pecuniary relief, punitive damages or attorney's fees and costs arising out of:

- a. "Discrimination" charges, of any kind, actual or alleged, whether based on race, sex, ethnicity, gender, sexual preference, age, religion, atheism, agnosticism, disability, including but not limited to any claim or cause of action under Title VII of the Civil Rights Act of 1964 and any equivalent state law;
- b. Claims for violations of the Americans with Disabilities Act and any equivalent state law;

This exclusion applies regardless of whether the discriminatory conduct occurred in the context of an employer / employee relationship or with regard to "discrimination" as to a third party.

This exclusion applies to and is inclusive of:

- a) Any obligation to share damages with or repay anyone else who must pay damages arising out of "discrimination", including any obligation assumed under an "insured contract";
- b) The negligent employment, investigation, hiring, supervision, training, or retention of any person who actually or allegedly committed such "discrimination".

### **4. Employment-Related Practices**

"Injury or damage" to:

- a. A person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination that person's employment; or
  - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination; or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "injury or damage" to that person at whom any of the employment-related practices described in Paragraph (1), (2) or (3) above is directed.

This exclusion applies whether the injury-causing "event" described in Paragraph (1), (2) or (3) 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 capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

## 5. Professional Liability

“Injury or damage” arising out of providing or failure to provide any “professional services” performed by any insured or by others on behalf of any insured, for others, unless such coverage is specifically endorsed onto this policy.

This exclusion applies to and is inclusive of:

- a. Any obligation to share damages with or repay anyone else who must pay damages arising out of “professional services”, including any obligation assumed under an “insured contract”;
- b. The negligent employment, investigation, hiring, supervision, training, or retention of any person who rendered such “professional services”.

## 6. War

“Injury or damage”, however caused, arising out of:

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

## B. The following definitions are added to SECTION V - DEFINITIONS:

1. “Asbestos” means chrysotile, cummingtonite-grunerite asbestos (amosite), crocidolite, anthophyllite asbestos, tremolite asbestos, actinolite asbestos and any material which contains “asbestos”. “Asbestos” is a generic term for a number of asbestos-form hydrated silicates that, when crushed or processed, separate into flexible fibers made up of fibrils.
2. “Asbestos-related dust” means a mixture or combination of “asbestos” and other dust or particles.
3. “Discrimination” means unfair or illegal treatment of or denial of rights to persons on the basis of certain arbitrarily chosen attributes or characteristics, including but not limited to, race, gender, religion, creed, age, medical condition, pregnancy, sexual orientation or preference, physical appearance, marital status, physical or mental disability, or national origin.
4. “Event” means an occurrence, offense, accident, act, or other event, to which the applicable “underlying insurance(s)” apply(ies).
5. “Injury or damage” means any injury or damage, covered in the applicable “underlying insurance(s)” arising from an “event”.
6. “Insured contract” has the meaning that it does in the “underlying insurance(s)” or if undefined in the “underlying insurance(s)” means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "injury or damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "injury or 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 indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - i. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - ii. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

7. "Lead" means a soft, malleable, ductile, bluish-white, dense element extracted chiefly from galena, which includes lead paint, plaster, putty containing "lead", soil or earth containing "lead" or any other material or substance containing "lead".
8. "Products/completed operations hazard" has the meaning that it does in the "underlying insurance(s)".
9. "Professional services" means services arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual. "Professional services" includes but is not limited to services and advice by licensed professionals as well as vocations which do not require licensure.
10. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
11. "Silica-related dust" means a mixture or combination of "silica" and other dust or particles.
12. "Suit" has the meaning that it does in the "underlying insurance(s)" or if undefined in the "underlying insurance(s)" means a civil proceeding in which damages because of "injury or damage" 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.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **ABSOLUTE POLLUTION AND POLLUTION RELATED LIABILITY EXCLUSION—INCLUDING HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this policy:

Pollution/environmental impairment/contamination is not covered under this policy, nor are any expenses nor any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with occurrences arising out of or alleged to have arisen out of same. All liability and expense arising out of or related to any form of pollution, whether intentional or otherwise and whether or not any resulting injury, damage, devaluation, cost or expense is expected by any insured or any other person or entity is excluded throughout this policy.

This insurance does not apply to any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" including but not limited to any:

- a. Injury or damages for the devaluation of property, or for taking, use or acquisition or interference with the rights of others in or on property or air space, or any other type injury or expense; or
- b. Any loss, cost, expense, fines and/or penalties arising out of any (1) request, demand, order, governmental authority or directive or that of any private party or citizen action that any insured, or others, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess same, the effects of "pollutants", environmental impairments, contaminants or (2) any litigation or administrative procedure in which any insured or others may be involved as a party as a result of actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or placement of "pollutants", environmental impairments, or contaminants into or upon land, premises, buildings, the atmosphere, any water course, body of water, aquifer or ground water, whether sudden, accidental or gradual in nature or not, and regardless of when.

"Pollutants" mean any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, fibers, radiation, acid, alkalis, petroleums, chemicals or "waste". "Waste" includes medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.

This exclusion applies regardless of whether:

- a. Injury or damage claimed is included within the Products/Completed Operations Hazard of the underlying policy; or
- b. An alleged cause for the injury or damage is the insured's negligent hiring, placement, training, supervision, retention, act, error or omission.

This exclusion does not apply to any liability for injury or damage arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" originated:

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

- a. At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
- b. At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of "pollutants".

"Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **NAMED INSURED VERSUS NAMED INSURED – EXCLUSION**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE PARTS**

This insurance does not apply to any liability arising out of any claim for damages made, initiated, alleged, or caused to be brought about by any Named Insured covered by this policy against any other Named Insured covered by this policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **EXCLUSION – OCCUPATIONAL DISEASE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE**

This insurance does not apply to:

- 1) any liability arising from an "occupational disease"; or
- 2) any liability arising from the fear of sustaining injury or illness resulting from an "occupational disease".

"Occupational disease(s)" means any physical or mental disease, condition or disability of any employee(s) of any insured arising out of the insured's operations or conditions of employment, including any disease, condition or disability from a repetitive operation or any contact with, handling of, or exposure to any environmental, chemical, or, toxic agent or substance including any dust or fumes there from arising out of the insured's operations.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **EXCLUSION OF LIABILITY – OTHER POLICIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

### **Schedule of Designated Policies**

| <b><u>Policy Number</u></b> | <b><u>Company Name</u></b>    |
|-----------------------------|-------------------------------|
| 00129614                    | James River Insurance Company |

This insurance does not apply to any claim or suit which is covered under the insurance policies specifically designated in the above Schedule or the replacement, renewal or extension of such scheduled policies

This exclusion applies to any claim or suit which:

1. Is covered or would have been covered under the policies designated in the above Schedule, or, the replacement, renewal or extension of such scheduled policies, but for the exhaustion of limits, exclusion(s), or, cancellation or expiration of such policies.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **EXCLUSION - E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING, RECORDING AND DISTRIBUTING MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY**

This insurance does not apply to:

Any claim or suit for damages or expenses due to bodily injury, property damage, personal and advertising injury 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 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.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY**

The following exclusion is added to this policy:

### **Access Or Disclosure Of Confidential Or Personal Information**

This policy does not apply to any liability or damages arising out of or related to any access to or disclosure of any person's or organization's:

- 1) Confidential or personal information including but not limited to patents, trade secrets, processing methods, financial information, customer lists, credit card information, health information or any other non-public information, or any personal information protected under any privacy law or regulation; 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, extortion or ransomware demands, 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 and to damages that may be claimed for any such costs, loss or expenses.

As used in this exclusion, "electronic data" means any 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, DVD-ROMs, tapes, drives, networks, cells, chips, data processing or internet connected devices, data storage media or any other media used with electronically controlled equipment.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED**

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

## **EXCLUSION – BIOMETRIC INFORMATION PRIVACY CLAIM**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE PART**

- A. It is agreed that the following exclusion is added under **Section IV – Exclusions:****

#### **Biometric Information**

This policy does not apply to any liability, loss, costs, expenses or damages arising directly or indirectly, out of one or more of the following:

- a. Actual or alleged access to, retention of, disclosure of or failure to obtain consent for the capture, collection, obtainment, storage, conversion, transfer, sale, sharing, or dissemination of any kind of an individual's "biometric information", regardless of how such "biometric information" is captured, collected, obtained, stored, converted, transferred, sold, shared, or disseminated by any insured or a third-party acting on behalf of any insured; or**
- b. The actual or alleged violation of any "privacy law" by any insured or a third-party acting on behalf of any insured.**

- B. The following definitions are added under **Section V – Definitions:****

"Biometric information" means any information, identifiers or data used to identify a natural person based on an anatomical scan or any record of a biological, physical, physiological, or behavioral pattern or characteristic. "Biometric information" includes, but is not limited to, such natural person's retina or iris scan, fingerprint, voiceprint, DNA, any record of hand or face geometry or any other similar biometric information algorithm or measurement.

"Privacy law" means any law, statute or regulation enacted or promulgated by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that creates legally enforceable responsibilities with respect to the collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including but not limited to, "biometric information". "Privacy law" includes, but is not limited to, the European Union General Data Protection Regulation, the California Consumer Privacy Act and the Illinois Biometric Information Privacy Act.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE PART**

**A. The following exclusion is added to SECTION IV - EXCLUSIONS:**

**Perfluoroalkyl And Polyfluoroalkyl Substances** – this policy does not apply to:

1. "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
2. Any loss, cost or expense arising, in whole or in part, 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, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

**B. The following definitions are added to SECTION V - DEFINITIONS:**

1. "Event" means an occurrence, offense, accident, act, or other event, to which the "underlying insurance(s)" applies(y).
2. "Injury or damage" means any injury or damage, covered in the applicable "underlying insurance(s)" arising from an "event".
3. "Perfluoroalkyl or polyfluoroalkyl substances" means any:
  - a. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
    - (1) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
    - (2) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
    - (3) Perfluoropolyethers (PFPE);
    - (4) Fluorotelomer-based substances; or
    - (5) Side-chain fluorinated polymers; or
  - b. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph B. a.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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.

**REJECTION OF COVERAGE  
FOR CERTIFIED ACTS OF TERRORISM COVERAGE  
(PURSUANT TO TERRORISM RISK INSURANCE ACT)**

**SCHEDULE**

**THE INSURED WAS OFFERED AND**

**HAS DECLINED TERRORISM COVERAGE ON THIS POLICY**

In accordance with the federal Terrorism Risk Insurance Act, this notice confirms that you were offered and have rejected coverage for terrorist acts certified under that Act.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES AND EXCLUSION – TERRORISM (TRIA EXEMPT COVERAGES)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY POLICY

- A.** The following exclusion is added:

This insurance does not apply to:

## Terrorism

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25 million (valued in US dollars). In determining whether the \$25 million threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

- B.** The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "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:
  - a. 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;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - (b) The premises of any United States mission; and
3. "Other act of terrorism" means 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.

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. 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.
- D. When this Policy applies to commercial property-casualty insurance which is exempt from the federal Terrorism Risk Insurance Act, the following exclusion is added and applies to those exempt coverages:

#### **EXCLUSION OF TERRORISM**

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **A.5.** or **A.6.** are exceeded.

With respect to this Exclusion, Paragraphs **A.5.** and **A.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part.

- E. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:
  1. "Terrorism" means activities against persons, organizations or property of any nature:
    - a. That involve the following or preparation for the following:
      - (1) Use or threat of force or violence; or
      - (2) Commission or threat of a dangerous act; or
      - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
    - b. When one or both of the following applies:
      - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
      - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
  2. "Any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

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

## **POLICY CHANGES**

|   |   |  |
|---|---|--|
| POLICY NUMBER<br><br>00123606-4                           | POLICY CHANGES<br>EFFECTIVE<br><br>04/01/2025 12:01 AM<br>Standard Time at the<br>address of the Named<br>Insured | COMPANY<br><br>JAMES RIVER INSURANCE COMPANY |
| NAMED INSURED<br><br>Sako and Partners Lower Holdings LLC | AUTHORIZED REPRESENTATIVE<br><br>Richard J. Schmitzer   |  |
| COVERAGE PARTS AFFECTED<br><br>ALL COVERAGE PARTS         |   |  |

## **PREMIUM AUDIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE**

The premium stated in the declarations of the policy is deposit premium only. This policy is subject to audit at the end of each quarter based on the following schedule:

AUDIT PERIODS:      4/1/2025 to 7/1/2025 due by 7/11/2025 to company  
                          7/2/2025 to 10/1/2025 due by 10/11/2025 to company  
                          10/2/2025 to 1/1/2026 due by 1/11/2026 to the company  
                          1/2/2026 to 4/1/2026 due by 4/11/2026 to the company

RATING BASE:      Per Unit

RATE:

EXPOSURE BASE:    32,704 estimated audit period units

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

| POLICY NUMBER   | POLICY CHANGES<br>EFFECTIVE  | COMPANY   |
|---|--|---|
| 00123606-4  | 04/01/2025 12:01 AM<br>Standard Time at the<br>address of the Named<br>Insured | JAMES RIVER INSURANCE COMPANY                     |
| NAMED INSURED<br>Sako and Partners Lower Holdings LLC |  | AUTHORIZED REPRESENTATIVE<br>Richard J. Schmitzer |
| COVERAGE PARTS AFFECTED<br>ALL COVERAGE PARTS         |  |   |

### **GEORGIA AMENDATORY- ABSOLUTE FIREARMS HAZARDS EXCLUSION**

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Commercial Excess Liability Policy, SECTION IV – EXCLUSIONS:

As respects all properties located in the State of Georgia, Florida or Harris County, TX this insurance does not apply to injury or damage based upon, directly or indirectly arising out of, resulting from, or in any way involving the ownership, sale, rental, maintenance, use, misuse, or discharge of any firearm by anyone.

- a. This exclusion applies to any claim or suit regardless of whether a firearm is the initial precipitating cause or is in any way a cause of any injury or damage and regardless of whether any other actual or alleged cause, event, material or instrumentality contributed concurrently, proximately, or in any other sequence to such injury or damage, including regardless of whether any actual or alleged injury or damage arises out of a chain of events that includes firearm(s).
- b. 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 injury or damage involved the ownership, sale, rental, maintenance, use, misuse or discharge of any firearm.

In the event a claim or suit against the insured involves a firearm, then this exclusion shall apply to preclude coverage for the entire claim or suit even if any portion of the claim or suit would have been covered or a duty to defend was owed by us, in the absence of a firearm.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



Authorized Representative Signature