



Amwins Brokerage Insurance Services  
221 Main Street  
Suite 580  
San Francisco, CA 94105  
  
amwins.com

## POLICY PREMIUM AND SURPLUS LINES TAX SUMMARY

Attached to and forming part of Policy Number: ECXCHS345855-01

<b>Named Insured:</b>	Granada Terrace Apartments, LP	<b>Policy Number:</b>	ECXCHS345855-01
<b>Coverage:</b>	Excess Liability	<b>Carrier:</b>	Hamilton Select Insurance Inc.
<b>Agency:</b>	Swingle, Collins and Associates	<b>Policy Period:</b>	06/30/2024 - 06/30/2025

<b>Policy Premium:</b>	<b>\$18,853.00</b>
<b>Fees:</b>	<b>\$900.00</b>
<b>Surplus Lines Taxes:</b>	<b>\$965.92</b>
<b>Total:</b>	<b>\$20,718.92</b>

### FEES:

Fee	Taxable	Amount
Amwins Service Fee	Yes	\$750.00
Market Policy Fee	Yes	\$150.00
<b>Total Fees</b>		<b>\$900.00</b>

### SURPLUS LINES TAX CALCULATION:

Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
<b>Texas</b>					
Surplus Lines Tax	\$18,853.00	\$900.00	\$19,753.00	4.850%	\$958.02
Stamping Fee	\$18,853.00	\$900.00	\$19,753.00	0.040%	\$7.90
<b>Total Surplus Lines Taxes and Fees</b>					<b>\$965.92</b>

## SURPLUS LINES DISCLOSURE

### Texas

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462 Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Licensee Name: Amwins Insurance Brokerage, LLC  
4725 Piedmont Row Dr., Suite 600  
Charlotte, NC 28210  
License# 1343743

## **IMPORTANT NOTICE:**

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at [www.naic.org](http://www.naic.org). The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: [https://naic.org/state\\_web\\_map.htm](https://naic.org/state_web_map.htm).**
- 6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on**

**the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.**

**7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).**

**8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.**



**NO FLAT CANCELLATION**

**COMMERCIAL EXCESS LIABILITY DECLARATIONS**

**POLICY NUMBER:** ECXCHS345855-01  
**NAMED INSURED:** Granada Terrace Apartments LP  
**MAILING ADDRESS:** 11911 San Vicente Blvd Ste 355, Los Angeles, CA  
90049

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

**1. POLICY PERIOD**

From: 06/30/2024 To: 06/30/2025 at 12:01 AM at the address of the named insured as shown above

**2. RETROACTIVE DATE**

Retroactive Date: at 12:01 AM at the address of the named insured as shown above.

**3. BUSINESS DESCRIPTION**

Apartments

**4. LIMITS OF INSURANCE**

Each Occurrence: \$ 5,000,000  
Annual Aggregate: \$ 5,000,000

**5. SCHEDULE OF UNDERLYING INSURANCE**

Refer to XS1002 Schedule of Underlying Insurance

**6. PREMIUM AND COMPANY FEES**

Total Premium: \$ 17,955  
TRIA Premium: \$ 898  
Company Fee: \$ 150  
Total (of Premiums and Company Fee): \$ 19,003

**7. AUDIT**

Policy Subject to Audit **No**

**8. FORMS AND ENDORSEMENTS**

Refer to AP7004 Schedule of Forms

**These Declarations, together with the coverage form(s) and any endorsements(s), complete the above numbered policy.**

**Producer:** Shawn Murphy  
Amwins Insurance Brokerage LLC  
**Producer Address:** 3595 Mt. Diablo Boulevard, Suite 220,

Lafayette, California, 39783



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

## **WHERE TO REPORT A CLAIM**

You must report in writing any "claim" to:

**By Mail:**

Claims  
Hamilton Select Insurance Inc  
PO Box 5189  
Glen Allen, VA 23058

**By E-mail:**

[HamiltonSelectClaims@Hamiltongroup.com](mailto:HamiltonSelectClaims@Hamiltongroup.com)

**PLEASE REFER TO THE POLICY FOR ANY NOTICE AND REPORTING PROVISIONS AND/OR DUTIES IN THE EVENT OF A "CLAIM".**

## SCHEDULE OF FORMS

Form #	Form Name
CAD2060221 (01 20)	CA D-2
XS1001 (01 22)	COMMERCIAL EXCESS LIABILITY DECLARATIONS
AP7001 (01 22)	WHERE TO REPORT A CLAIM
AP7004 (03 21)	SCHEDULE OF FORMS
XS1002 (09 21)	SCHEDULE OF UNDERLYING INSURANCE ENDORSEMENT
XS1000 (10 23)	COMMERCIAL EXCESS LIABILITY POLICY
AP7200 (01 22)	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
XS2001 (01 22)	MINIMUM POLICY PREMIUM ENDORSEMENT
XS4002 (01 22)	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
XS3001 (01 22)	EXCLUSION - COMMUNICABLE DISEASE
XS3007 (01 22)	EXCLUSION – AUTO
XS3023 (01 22)	EXCLUSION – CYBER LIABILITY
XS3026 (04 22)	EXCLUSION - HUMAN TRAFFICKING OR EXPLOITATION
XS3076 (08 22)	EXCLUSION - MARITIME LAWS
AP7300 (07 21)	NUCLEAR ENERGY LIABILITY EXCLUSION
AP7301 (07 21)	BIOMETRIC DATA EXCLUSION
AP7302 (01 22)	TRADE OR ECONOMIC SANCTIONS EXCLUSION
AP7400 (01 22)	TEXAS COMPLAINT NOTICE
AP7000 (11 22)	SIGNATURE ENDORSEMENT
AP7002 (07 21)	PRIVACY NOTICE
AP7003 (07 21)	OFAC ADVISORY NOTICE TO POLICY HOLDERS



Hamilton Select Insurance Inc  
PO BOX 5189  
Glen Allen, VA 23058

### Schedule of Underlying Insurance

PRIMARY INSURANCE: General Liability			
Carrier:	Hamilton Select Insurance Inc	Limits of Insurance:	
Policy Number:	SBHS00075642	Each Occurrence/Claim:	\$ 1,000,000
Policy Dates:	06/30/2024 - 06/30/2025	General Aggregate:	\$ 2,000,000
Coverage Form:	Occurrence	Products and Completed Operations Aggregate:	\$ 0
Retroactive Date:		Personal and Advertising Injury:	\$ 1,000,000



## COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy 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 have special meanings. Refer to **SECTION II – DEFINITIONS**.

### SECTION I – COVERAGE

#### A. INSURING AGREEMENT

We will pay on behalf of the Named Insured those sums in excess of the “underlying insurance” 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 “underlying insurance(s)”, but for the exhaustion of the applicable Limits of Insurance.

This policy shall follow the terms, definitions, conditions and exclusions of the “primary insurance” and of any other “underlying insurance” only to the extent coverage is further limited or restricted by the terms and conditions of such other “underlying insurance”; subject always to the policy period, policy limits, premiums and all other terms, definitions, conditions and exclusions of this policy. If any provisions of the “underlying insurance” 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 that provided by the “underlying insurance”.

The amount we will pay for damages shall not exceed the Limits of Insurance of this policy as stated in **Item 4** of the Declarations.

#### B. DEFENSE, INVESTIGATION, SETTLEMENT

1. When the Limits of Insurance of “underlying insurance” have not been exhausted, the Company will have the right but not the duty to participate in the investigation, defense and settlement of claims or suits against you seeking damages because of injury or damage to which this insurance might apply. If a claim or suit is settled within the limits of insurance of the “underlying insurance(s)”, no costs will be payable by the Company.
2. When the Limits of Insurance of “underlying insurance” are exhausted by payments of judgments, settlements, and any costs or expenses subject to such limit, we will have a duty to defend claims or suits to which this insurance applies. We may, at our discretion, investigate and settle any claims or suits; however, we will have no duty to defend an insured against any claim or suit seeking damages to which this insurance does not apply. No other duty, obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for elsewhere in this policy.
3. Subject to the above provisions, costs incurred by you without the written consent of the Company shall be paid by you.
4. 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.

5. If the “primary insurance” includes defense costs and expenses within the limits of insurance of those policy(ies), then any such payments we make are included within and will reduce the Limits of Insurance of this policy as stated in **Item 4** of the Declarations.
6. 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 stated in **Item 4** of the Declarations are exhausted, or if claims or suits brought against you are excluded from coverage under this policy.

## SECTION II – DEFINITIONS

1. “Primary insurance” means the “underlying insurance” policy(ies) listed as “primary insurance” in the Schedule of Underlying Insurance forming a part of this policy.
2. “Underlying insurance(s)” means all policies or self insurance, including the “primary insurance”, listed in the Schedule of Underlying Insurance and any replacements or renewals of them, 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.

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.

If any “underlying insurance” is subject to a sublimit, this insurance shall not drop down as excess of such sublimit, however, the limit of insurance of the “underlying insurance” shall be recognized as depleted to the extent of the underlying insurer’s payment of loss subject to such sublimit.

## SECTION III - EXCLUSIONS

All exclusions in the “underlying insurance” will also apply to the Limits of Insurance and coverages available under this policy. If there are conflicts in the exclusions of the “underlying insurance” with any of the exclusions of this policy, the exclusions in this policy will apply.

### 1. **Uninsured Motorists, Underinsured Motorists and No Fault**

This insurance 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, Automobile Medical Payments Coverage or similar act or law; or
- c. Any automobile accident reparation law.

### 2. **Lead, Asbestos, Silica, Erionite, Perfluorinated Compounds**

This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving lead, asbestos, silica, erionite or “perfluorinated compounds” including any expenses or any obligations to share damages with or repay anyone else who must pay damages from lead, asbestos, silica, erionite or “perfluorinated compounds”.

This exclusion applies to:

- a. Any injury or damages of any type arising out of the inhalation, ingestion, exposure to, absorption of, or toxic substance from lead, asbestos, silica, erionite or “perfluorinated compounds” in any form or from any goods, products or structures containing same;
- b. The existence of lead, asbestos, silica, erionite or “perfluorinated compounds” in any form in occupancy or construction or the manufacture, sale, transportation, handling, storage, disposal, removal or degradation of same or goods or products containing lead, asbestos,

- silica, erionite or “perfluorinated compounds”;
- c. Any hiring, placement, supervision, training, retention, act, error or omission; or
- d. Any recommendations, requests or warnings, or, advice given or that should have been given, as well as any costs, including but not limited to abatement, mitigation, degradation, removal, containment, treatment, detoxification, neutralization or disposal of same or in any way responding to or assessing the effects of lead, asbestos, silica, erionite or “perfluorinated compounds”.

“Perfluorinated compounds” means perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to: perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, “C8”, “ADONA” perfluoroalkane sulfonyl fluoride (PASF), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), perfluorononanoic acid or ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals that are identified as hazardous through federal, state or local law and regulation.

### 3. **Discrimination**

This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving discrimination of any kind, whether actual or alleged, nor to any expenses or obligation to share damages with or repay another who must pay damages from discrimination.

### 4. **Employment Practices**

This insurance does not apply to liability for employment related practices, regardless of allegations, nor to any expenses or to any obligation to share damages with or repay anyone else who must pay damages from same, including but not limited to:

- a. Refusal to employ or termination of employment;
- b. Discrimination, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment in any form, humiliation or other employment related practices, policies, acts or omissions;
- c. Consequential injury as a result of a. or b. above.

### 5. **Classification Limitation**

This insurance applies only to the operations that are described in the **BUSINESS DESCRIPTION** shown on the Declarations page of this policy.

### 6. **Duty To Defend**

Where there is no coverage under this policy, there is no duty to defend.

### 7. **Professional Liability**

This insurance does not apply to professional liability, malpractice, errors, or omissions or acts of any type including rendering or failure to render any type of professional service nor to any expenses or any obligation to share damages with or repay anyone else who must pay damages from same, unless such Professional Liability coverage is specifically endorsed onto this policy or included as “underlying insurance”.

### 8. **Fiduciary**

This insurance does not apply to any claim or suit arising directly from or indirectly out of, related to, or, in any way involving:

- a. Coercion, conversion or misappropriation of the funds or property of others;
- b. Dishonest, fraudulent, criminal or malicious acts or omissions of the insured, or any partner or employee or any person for whom you are legally responsible; or
- c. Activities or operations performed in the capacity of a fiduciary.

**9. War**

This insurance does not apply to any claim or suit for any injury or damage arising directly or indirectly out of, related to, or, in any way involving:

- a. Hostile or warlike action in time of peace or war, including any action in hindering, combating or defending against an actual impending or expected attack by:
  - i. Any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
  - ii. Military or naval or air forces, or
  - iii. An agent of 1) or 2) above, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion, or biological, chemical or radiological discharge shall be conclusively presumed to be such hostile or warlike action by such a government, power, authority or forces.
- b. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.

**10. Prior Injury or Damage**

This insurance does not apply to injury or damage which begins or takes place before the inception date of this policy, regardless of whether or not such injury or damage is known to any insured. When "primary insurance" applies on a claims-made basis, this insurance does not apply to injury or damage which begins or takes place before the retroactive date of this policy. If the retroactive date of this policy differs from that of any "underlying insurance", the retroactive date of this policy shall apply. This exclusion shall apply even though the nature and extent of such damage or injury may change and even though the damage or injury may be continuous, progressive, cumulative, changing or evolving, and even though the occurrence causing such injury or damage may be or may involve a continuous or repeated exposure to substantially the same general harm or condition.

If you are a contractor, builder or developer, all property damage to units of or within a single project or development and arising from the same general type of harm or condition, shall be deemed to occur at the time of damage to the first such unit, even though the existence, nature and extent of such damage may change and even though the occurrence causing such property damage may be or involve a continuous or repeated exposure to substantially the same general harm or condition which also continues or takes place (in the case of repeated exposure to the substantially the same general harm or condition) during the policy period of this policy.

**11. Sublimited Coverages**

This insurance does not apply to liability arising out of any coverages shown in the Schedule of Underlying Insurance that have limits lower than the per occurrence or per claim limit, or the aggregate limits shown for that particular scheduled "underlying insurance".

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

insurance of the “underlying insurance”.

**12. ERISA**

This insurance does not apply to any liability arising out of the Employee Retirement Income Security Act of 1974 (ERISA) including any amendments thereto or any similar state, statutory or common law.

**13. Occupational Disease**

This insurance does not apply to any claim or suit for any injury or damage arising directly or indirectly out of, related to, or, in any way involving:

- a. Any injury to any insured's employee(s) arising from an "occupational disease(s)"; or
- b. Any injury to any person or any claims by any person that they sustained injury or the fear of sustaining injury arising out of any contact with, handling of, inhalation, absorption 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.

"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, inhalation, absorption 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.

**14. Property in the Care, Custody or Control of Insured**

This insurance does not apply to property damage to property in the care, custody or control of any insured or the employee(s) of any insured, over which the insured or any of the insured's employees are for any purpose, exercising physical control.

**15. Fungi and Bacteria**

This insurance does not apply to bodily injury or property damage that in any way, in whole or in part, arises out of, relates to or results from:

- a. Actual, alleged or threatened exposure to, consumption of, ingestion of, inhalation of, absorption of, existence of or presence of “fungi or bacteria” in any manner or form whatsoever;
- b. The actual or alleged failure to warn, advise or instruct related to “fungi or bacteria” in any manner or form whatsoever;
- c. The actual or alleged failure to prevent exposure to “fungi or bacteria” in any manner or form whatsoever; or
- d. The actual or alleged presence of “fungi or bacteria” in any manner or form whatsoever, in any place whatsoever, whether or not within a facility owned or used by the Named Insured, including the contents of such facility.

This exclusion includes, but is not limited to, compliance with any request, demand, order, or statutory or regulatory requirement, or any other action authorized or required by law, or any other claim, demand, loss, cost, or expense arising out of, relating to or resulting from the investigation of, 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”, as well as any loss, costs, fees, expenses, penalties, judgments, fines, or sanctions arising out of, relating thereto or resulting from “fungi or bacteria”.

This exclusion does not apply to any “fungi or bacteria” that are intended to be on or contained in food or beverages intended for consumption.

As used in this exclusion, “fungi or bacteria” includes, without limitation, mold, mildew, yeast, spores, mycotoxins, endotoxins, or other pathogens, as well as any particulates or byproducts of any of the foregoing, either directly or indirectly.

#### **SECTION IV – LIMITS OF INSURANCE**

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

1. The Limit of Insurance under this policy applies only when the total applicable limits of the “underlying insurance” have been exhausted solely as a result of actual payment of claims for damages by the underlying insurer(s) including if applicable actual payments by the underlying insurer(s) of any costs or expenses incurred in the investigation or defense of any claim.
2. The Limit of Insurance shown in **Item 4** of the Declarations as Each Occurrence is the most we will pay for damages because of bodily injury, property damage, and personal and advertising injury arising out of any one occurrence or event.
3. The Limit of Insurance shown in **Item 4** of the Declarations as the Annual Aggregate is the most we will pay for all damages.
4. If the applicable aggregate Limit of Insurance has been reduced by payments of claims or expenses to an amount that is less than the Each Occurrence limit stated in the Declarations, the remaining aggregate limit of insurance is the most that will be available for payment of damages arising out of any other occurrence.
5. The Limits of Insurance of this policy apply to the entire policy period shown in the Declarations. If this policy is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding policy period for the purposes of determining the Limit of Insurance.

#### **SECTION V – CONDITIONS**

If any conditions of the “underlying insurance” conflict with any conditions of this policy, the conditions of this policy will apply:

##### **1. Maintenance of Underlying Insurance**

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

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

The aggregate limits of the “underlying insurance” shall be unimpaired at the effective date of this policy and:

- a. If “underlying insurance” applies on an occurrence basis, for the purpose of the insurance provided by this policy, only occurrences taking place during the policy period of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits; or

- b. If “underlying insurance” applies on a claims-made basis, for the purpose of the insurance provided by this policy, only injury or damage taking place after the retroactive date shown in the Declarations of this policy and before the end of the policy period of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

Even if replacement policies provide coverage with limits of insurance that are less than those indicated in the “underlying insurance”, this policy will apply as if the terms, conditions and limits of the original “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”.

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 complied.

For the purposes of this policy, if the limit of insurance of any “underlying insurance” is not paid or collectible because of:

- a. The bankruptcy or insolvency of the underlying insurer(s) providing such “underlying insurance”;
- b. Any defense which the underlying insurer may assert; or
- c. The inability or failure for any reason of such underlying insurer(s) to comply with any of the obligations of its policy;

Then this policy shall apply (and amounts hereunder shall be determined) as if such “underlying insurance” was 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, or 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 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:

- a. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claims or suit; and
- b. Authorize us to obtain records and other information; and
- c. Cooperate with us in the investigation, settlement and defense of the claims or suit; and
- d. 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 damages to which this policy may apply.

Except at your own cost, you 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.

#### 5. **Territory**

This insurance applies to occurrences that take place in the coverage territory as it is described below:

- a. The United States of America, its territories or possessions, and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any place in a. above;
- c. All other parts of the world if the injury or damage arises out of:
  - 1) Goods or products made or sold by you in the territory described in a. above;
  - 2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - 3) Personal and advertising injury offenses that take place through the Internet or similar electronic means of communication;

Provided the insured's responsibility to pay damages is determined in a suit on the merits, in the territory described in a. above.

#### 6. **Cancellation**

- a. The Named Insured listed first 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 Named Insured written notice of cancellation at least:
  - i. Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium; or
  - ii. Thirty (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 Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the Named Insured any refund due subject to the minimum earned premium provisions of the policy. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or 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.

#### 7. **Non-Renewal**

- a. If we elect not to renew this policy, we shall mail written notice to the Named Insured's last mailing address known to us. Such written notice of non-renewal shall be mailed at least



thirty (30) days prior to the end of the policy period.

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

**8. 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.

**9. Representations**

By accepting this policy, you agree that the statements in the Declarations are accurate and complete, those statements are based upon representations you made to us, and we have issued this policy in reliance upon your representations.

**10. Terms, Conditions and Premiums**

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay. On each renewal, continuation or anniversary of the effective date of the policy or on an annual basis, the Company will determine the rate and premium and may amend the terms and conditions of the policy in accordance with the rates and rules then in effect.

**11. Examination of Your Books and Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

**12. Service of Suit**

In the event of the failure of the Company to pay any amount claimed to be due under this Policy, the Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and practice of such court.

Service of process in any such suit may be made upon the Chief Executive Officer of the Company or his or her designee at the address shown on the Declarations of this Policy. In any suit instituted upon this contract and against the Chief Executive Officer of the Company or his or her designee, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The Chief Executive Officer of the Company or his or her designee is authorized and directed to accept service of process and will enter a general appearance on behalf of the Company in any such suit.

Pursuant to any statute of any state, territory or district of the United States of America, the Company designates the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his or her successors in office, as its 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 under this Policy arising out of this contract of insurance. The Company designates the above-named as the person to whom said officer is authorized to mail such process or a true copy of such process.

### **13. Transfer of Rights of Recovery Against Others to Us**

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us. That person or organization 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.

### **14. Legal Action Against Us**

No one may bring a legal action against us under this Policy unless there has been full compliance with all of the terms of this Policy. No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless it is commenced within twelve (12) months next after discovery by the insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the state within which this Policy is issued, such limitation is invalid then any such claims shall be void unless such action, suit or proceeding is commenced within the shortest limit of time permitted by the laws of such state. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance.

### **15. Binding Arbitration**

All disputes under this policy shall be subject to binding arbitration as follows:

- a. All disputes over coverage or any rights afforded under this policy, including whether an entity or person is a Named Insured, an insured, an additional insured or the effect of any applicable statutes or common law upon the contractual obligations owed, shall be submitted to binding arbitration, which shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

The arbitration forum and process shall be agreed to by the parties. In the event the parties cannot agree on an arbitration forum and process, the matter shall be submitted to the American Arbitration Association. The Arbitration shall be before a panel of three arbitrators, unless the parties agree to one arbitrator, all of whom shall have experience in insurance coverage of the type afforded by this policy. If the parties select a panel of three arbitrators, each party shall select an arbitrator and the chosen arbitrators shall select a third arbitrator. The American Arbitration Association shall decide any disputes concerning the selection of the Arbitrators. The potential arbitrators from which the arbitrators shall be selected shall not be confined to those provided by the American Arbitration Association. Each party shall bear the costs of its arbitrator and shall share equally the costs of the third arbitrator and arbitration process. In the event of a single arbitrator, the cost shall be shared equally by the parties. The decision of the arbitration is final and binding on the parties.

- b. All disputes regarding payment(s) owed under this policy for any deductible or premium, including but not limited to any audit premium, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the AAA Expedited Procedures. This arbitration shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

Each party will provide relevant documents in support of its position. In order to eliminate undue burden and expense, there shall be no other discovery allowed. The arbitration will be based solely on the documents submitted by the parties and there shall be no in-person or oral hearing. The disputes shall be decided by a single arbitrator. The arbitrator's decision

shall be accompanied by a reasoned opinion and shall be binding upon all parties. Any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction to enforce such judgment or award. Each party shall bear its own costs and expenses and an equal share of the arbitrator's fee and any administrative fees associated with the arbitration. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.



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

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

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

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is \$898 and does not include any charges for the portion of losses covered by the United States Government under the Act.

All other terms, conditions and exclusions remain unchanged.



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

### **MINIMUM POLICY PREMIUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL EXCESS LIABILITY**

It is understood and agreed that the following is added to the Policy:

The Minimum and Deposit Premium for this Policy is 100% of the Total Premium shown on the Declarations page of the Policy plus any premium adjustments by endorsements and any additional premium developed by audit. If the Policy is cancelled, the Policy is subject to the "minimum earned premium" amount regardless of the length of the time the Policy has been in force.

"Minimum earned premium" means twenty-five (25%) percent of the combined sum of the total policy premium listed in the Declarations and any premium adjustments by endorsement.

All other terms, conditions and exclusions remain unchanged.



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

**LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY

It is understood and agreed that the following is added to the policy

**Schedule**

Address of Premises:	1301-1305 Avenue A , South Houston , TX, 77587
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This Insurance applies only to claims or suits for injury or damage arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule above and operations necessary or incidental to those premises; or
2. The project shown in the Schedule above.

All other terms, conditions and exclusions remain unchanged.



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

## EXCLUSION - COMMUNICABLE DISEASE

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY

It is understood and agreed that the following exclusion is added to the Policy:

This insurance does not apply to any claim or suit for any injury or damage arising directly or indirectly out of, related to, or, in any way involving transmission or spread of any form of communicable disease, including any form of inhalation of, absorption of, ingestion of, contact with or exposure to any form of communicable disease. This exclusion includes, but is not limited to:

1. Failure to provide an environment safe from communicable disease or the actual, alleged or threatened transmission or spread to others;
2. The prevention or suppression, or the failure to prevent or suppress communicable disease or the actual, alleged or threatened transmission or spread to others;
3. The reporting or failure to report to the proper authorities; or
4. The negligent hiring, employment, training, supervision, or retention of any insured, employee, agent or other person with respect to items (1) through (3) above; or
5. Any loss, cost or expense arising out of, related to, or in any way involving any claim, request or demand that any insured:
  - a. Assess the presence, absence, amount, or effects of any communicable disease; or
  - b. Identify, sample, test, monitor, clean up, remove, dispose of, or neutralize the effects of any communicable disease in any building, material, animal, or product.

This exclusion applies regardless of whether communicable disease is the initial precipitating cause or is in any way a cause of injury or damage and regardless of whether any other actual or alleged cause, event, material or product contributed concurrently, proximately, or in any sequence to such injury or damage, including whether any actual or alleged injury or damage arises out of a chain of events that includes communicable disease.

As used in this exclusion, communicable disease includes, without limitation:

1. Any infectious or contagious disease caused by bacteria, fungi, protozoa, viruses, or any combination of these;
2. Any sexually transmitted disease;
3. Acquired Immunodeficiency Syndrome or Human Immunodeficiency Virus, or exposure to another having the same, or to substances or materials contaminated with the same, or fear of contracting Acquired Immunodeficiency Syndrome, Human Immunodeficiency Virus, or any other communicable disease; or



4. Any other infectious disease transmissible by direct contact with an affected individual or the individual's discharges or by indirect means.

All other terms, conditions and exclusions remain unchanged.





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

## **EXCLUSION - AUTO**

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY

It is understood and agreed that the following exclusion is added to the policy:

This insurance does not apply to any liability arising out of the ownership, maintenance, operation, use, entrustment to others, loading or unloading of any auto.

All other terms, conditions and exclusions remain unchanged.



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

## EXCLUSION – CYBER

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY

It is understood and agreed that the following exclusion is added to the policy:

This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving:

- A. "Cyber injury";
- B. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data";
- C. Access to, or loss, destruction, disclosure, disruption, inspection, modification, recording, release, review, use, collection, processing, or storage of, any person's or organization's confidential or "personal information", including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, biometric or health information or any other type of nonpublic information; or
- D. Legal proceeding, administrative action or hearing arising out of Paragraphs A. through C. above, including but not limited to those initiated prior to, or pending as of, the inception date of this policy.

As used in this endorsement:

- A. "Cyber injury" means any actual, alleged or suspected, intentional or unintentional, breach of or unauthorized access to any data, software, hardware or computer system, wherever located, that results in:
  - 1. Loss, destruction, disclosure, disruption, inspection, modification, recording, release, review or use of "personal information";
  - 2. Oral or written publication of material that violates a person's right of privacy;
  - 3. Inability to access any website or any electronic system;
  - 4. Release, introduction, transmission or facilitation of any "malicious code";
  - 5. Forensic or investigative expenses;
  - 6. Extortion or terrorism acts or threats;
  - 7. Monitoring or notification costs or expenses;
  - 8. Crisis management or public relations expenses;
  - 9. Data or system recovery, repair, replacement or restoration expenses;
  - 10. Business interruption expenses; or
  - 11. Losses arising out of fraudulent instructions transmitted by electronic means, including through "social engineering fraud".
- B. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- C. "Malicious code" includes, but is not limited to, any virus, worm, script, Trojan horse, logic bomb, web robot, spyware, adware, malware, ransomware or other similar software program.
- D. "Personal information" means any personally identifying information or data about an individual, as defined by foreign, federal, state or local laws, statutes or regulations.
- E. "Social engineering fraud" means the use of any fraudulent act, misrepresentation, deception,



scheme, trick, device or false pretense by a third party that results in or contributes to any "insured's" transfer, disbursement, payment, delivery, alteration, corruption or loss of any monies or securities.

All other terms, conditions and exclusions remain unchanged.

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

**EXCLUSION – HUMAN TRAFFICKING OR EXPLOITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY

It is understood and agreed that the following exclusion is added to the policy:

This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving any actual or alleged “human trafficking or exploitation”. This exclusion includes but is not limited to:

1. Actual or threatened “human trafficking or exploitation” by you, any insured, any employee of any insured, any person, any entity or by any means whatsoever;
2. The prevention or suppression, or the failure to prevent or suppress any “human trafficking or exploitation” by you, any insured, any employee of any insured, any person, any entity or by any means whatsoever;
3. The failure to provide an environment safe from any “human trafficking or exploitation” or the failure to warn of the dangers of the environment that could contribute to any “human trafficking or exploitation”;
4. The selling, servicing or furnishing of alcoholic beverages or other substances used in the facilitation of “human trafficking and exploitation”;
5. The selling, servicing or furnishing of prophylactic devices or any other sexual health devices used in the facilitation of “human trafficking and exploitation”;
6. The reporting or failure to report to the proper authorities;
7. Conducting or failing to conduct an investigation of any “human trafficking or exploitation”; or
8. The negligent hiring, employment, training, supervision, monitoring or retention of any employee or agent of any insured with respect to items 1. through 7. above.

This exclusion applies regardless of fault or intent and regardless of the particular cause of action.

This exclusion applies to any claim or suit regardless of whether “human trafficking or exploitation” is the initial precipitating cause or is in any way a cause, and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury or damage arises out of a chain of events that includes “human trafficking or exploitation”.

As used in this endorsement, “human trafficking or exploitation” means any act, intimidation, coercion or coercive persuasion, including but not limited to:

1. Prostitution, slavery, or any other use of human beings through fraud, force or coercion for personal satisfaction, sexual acts, forced labor, domestic servitude or financial gain;
2. The violation or alleged violation of any law or regulation regarding human or sex trafficking or human or sexual exploitation;
3. Acquisition, detainment, confinement, housing, or transportation of a person against their will or by coercion or coercive persuasion for personal satisfaction, sexual acts, forced labor, domestic



servitude or financial gain;

4. Kidnapping with the intent to engage in any act described in 1. through 3. above;
5. Harmful or offensive contact, including assault or battery or sexual abuse or molestation, in the course of any act or attempted act described in 1. through 4 above; or
6. The threat or attempt of any acts listed in 1 through 5. above.

All other terms, conditions and exclusions remain unchanged.



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

## **EXCLUSION – MARITIME LAWS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY**

It is understood and agreed that the following exclusion is added to the policy:

This insurance does not apply to injury or damage arising directly or indirectly out of, related to, or, in any way involving:

1. Operations:

- a. over navigable waters, including any adjoining pier, wharf, dry dock, terminal, building-way, marine railway or other adjoining area customarily used by an employer in loading, unloading, repairing, dismantling or building a vessel; or
- b. offshore, including but not limited to drilling and production platforms, pipelines, and vessels;

where benefits are available under the U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act ("Jones Act") or other maritime laws and any amendments to those laws;

2. Actions including but not limited to subrogation involving U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act ("Jones Act") or other maritime laws and any amendments to those laws; or
3. Any obligation of the insured or a tenant or lessee of the insured resulting from actions under the U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act ("Jones Act") or other maritime laws and any amendments to those laws.

All other terms, conditions and exclusions remain unchanged.

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

### NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

This endorsement modifies insurance provided under the following:

ALL COVERAGE LINES

It is understood and agreed that:

This Policy does not apply:

- A. Under any Liability Coverage, to "bodily injury" or "property damage":
  - 1. With respect to which an "insured" under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - 2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to first aid, or to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
  - 1. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
  - 2. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
  - 3. The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this endorsement:

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

- B. "Nuclear material" means "source material", "special nuclear material" or "byproduct material".
- C. "Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- D. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- E. "Waste" means any waste material (1) containing "byproduct 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 (2) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
- F. "Nuclear facility" means:
  - 1. Any "nuclear reactor";
  - 2. Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel", or (c) handling, processing or packaging "waste";
  - 3. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at anytime 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;
  - 4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste",and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- G. "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.
- H. "Property damage" includes all forms of radioactive contamination of property.

All other terms, conditions and exclusions remain unchanged.





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

## BIOMETRIC DATA EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE LINES

It is understood and agreed that:

This Policy does not apply to any:

- A. Actual or alleged collection, use, safeguarding, handling, storage, retention, sharing, processing, destruction or selling of any "biometric data"; or
- B. Actual or alleged violation of any law in connection with "biometric data", including but not limited to the Illinois Biometric Information Privacy Act (740 ILCS 14/1 et seq.) as amended, or any rules or regulations promulgated thereunder.

As used in this endorsement:

- A. "Biometric Data" means any information, data or samples by which a person can be uniquely identified by evaluating one or more distinguishing biological traits, including but not limited to: retina or iris scan; fingerprint scan; voiceprint; scan of the hand or face geometry; or any other biometric identifier, biometric algorithm or biometric measurement, if such allows an individual to be uniquely identified.

All other terms, conditions and exclusions remain unchanged.



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

**TRADE OR ECONOMIC SANCTIONS EXCLUSION**

This endorsement modifies insurance provided under the following:

ALL COVERAGE LINES

It is understood and agreed that:

This Policy does not provide any coverage, and we shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions of the Policy shall remain unchanged.



## TEXAS COMPLAINT NOTICE

Figure: 28 TAC §1.601(a)(2)(B)

### **Have a complaint or need help?**

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

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

### **Hamilton Select Insurance Inc**

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

Call: **Head of Claims** at **804-944-5976**

Email: [HamiltonSelectClaims@Hamiltongroup.com](mailto:HamiltonSelectClaims@Hamiltongroup.com)

Mail: Hamilton Select Insurance Inc

PO Box 5189  
Glen Allen, VA 23058

### **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](mailto: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 o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda 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 o HMO. Si no lo hace, podría perder su derecho para apelar.

### **Hamilton Select Insurance Inc**

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

**Llame a: Head of Claims** al **804-944-5976**

Correo electrónico: [HamiltonSelectClaims@Hamiltongroup.com](mailto:HamiltonSelectClaims@Hamiltongroup.com)



Dirección postal: Hamilton Select Insurance Inc

PO Box 5189  
Glen Allen, VA 23058

**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



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

**SIGNATURE ENDORSEMENT**

By signing and delivering this policy to you, we state that it is a valid contract when signed as below by the authorized representative of Hamilton Select Insurance Inc.

*Anita Kuchma*

Chief Executive Officer

All other terms, conditions and exclusions remain unchanged.



## PRIVACY NOTICE

We are committed to safeguarding your privacy. We understand your concerns regarding the privacy of your nonpublic personal information. No nonpublic personal information is required to be collected when you visit our websites; however, this information may be requested in order to provide the products and services described.

We do not sell nonpublic personal information to non-affiliated third parties for marketing or other purposes. We only use and share this type of information with non-affiliated third parties for the purposes of underwriting insurance, administering your policy or claim and other purposes as permitted by law, such as disclosures to insurance regulatory authorities or in response to legal process. Notwithstanding the foregoing, we may use this information for the purpose of marketing our own products and services to you.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from consumer reporting agencies and inspection reports.

We do not disclose any nonpublic personal information about our customers/claimants or former customers/claimants to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Service providers, such as insurance agents and/or brokers and claims adjusters; and/or
- Other non-affiliated third parties as permitted by law.

We restrict access to nonpublic personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

### *Residents of California:*

You may request to review and make corrections to recorded non-public personal information contained in our files. A more detailed description of your rights and practices regarding such information is available upon request. Please contact your agent/broker for instructions on how to submit a request to us.



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

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

This Notice shall not be construed as part of your policy and no coverage is provided by this 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 your policy provides.

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 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 and no premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.