



Capitol Specialty Insurance
Corporation

1600 Aspen Commons Suite 300 Middleton, WI 53562-4719

POLICY DECLARATIONS

Commercial Excess Liability Coverage

Policy Number:

XS23031749-01

Renewal of:

XS23031749

Total Policy Premium: \$2,393

Premium: TRIA Premium:
\$2,393 \$0

Premium:	\$2,393.00
Policy Fee	\$350.00
Surplus Lines Tax	\$95.72
Total:	\$2,838.72

Issuing Company:

Capitol Specialty Insurance Corporation

(A.M. Best Rating: A Excellent; Non-Admitted)

Named Insured:

554 Main Street Partners LLC

Mailing Address:

542 Main St
Worcester, MA 01608

Policy Period

Effective Date:

7/01/2024

Expiration Date:

7/01/2025

(At 12:01 AM, standard time, at the address of the named insured stated above.)

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D

Limits of Insurance

Each Occurrence Limit:

\$1,000,000

Aggregate Limit:

\$1,000,000

Products - Completed Operations Aggregate Limit:

Included in the general aggregate

Producer Information

Producer Name:

Jeff Antonelli

XS Brokers Insurance Agency, Inc.

Producer Address:

13 Temple St

Quincy, MA 02169-5045

Schedule of Controlling Underlying Insurance

Type of Policy or Coverage	Carrier and Policy Number	Policy Period	Limits
Commercial General Liability	Carrier: Hamilton Select Insurance Inc.	Effective Date: 7/01/2024	Per Occurrence Limit: \$1,000,000
	Policy Number: TBD	Expiration Date: 7/01/2025	General Aggregate Limit: \$2,000,000
			Products/Completed Operations Aggregate Limit: Included

Forms and Endorsements

Form Number	Title
CX 00 01 (04 13)	Commercial Excess Liability Coverage Form
EXL 50 13 (04 17)	Anti-Stacking of Limits
CX 21 29 (01 15)	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)
EXL 50 32 (04 17)	Exclusion - Assault and Battery
EXL 50 35 (04 17)	Exclusion - Auto Liability
CX 21 17 (04 13)	Exclusion - Communicable Disease
EXL 50 46 (04 17)	Exclusion - Construction Operations
EXL 50 53 (04 17)	Exclusion - Cross Suits - Limited
CX 34 03 (12 23)	Exclusion - Cyber Incident
EXL 50 56 (04 17)	Exclusion - Day Care or Child Care Services
EXL 50 01 (09 12)	Exclusion - Employee Benefit Liability
EXL 50 75 (04 17)	Exclusion - Employer's Liability
CX 21 19 (04 13)	Exclusion - Employment Related Practices
CX 21 14 (04 13)	Exclusion - Exterior Insulation And Finish Systems
EXL 50 82 (04 17)	Exclusion - Financial Services, Insurance Services and Related Operations
EXL 50 88 (04 17)	Exclusion - Foreign Liability
CX 21 13 (04 13)	Exclusion - Fungi Or Bacteria
EXL 50 91 (04 17)	Exclusion - Injury to Workers
EXL 50 95 (04 17)	Exclusion - Lead Liability
EXL 51 22 (04 17)	Exclusion - Privacy Liability and Data Related Liability
EXL 51 24 (04 17)	Exclusion - Professional Services - Absolute
CX 21 16 (04 13)	Exclusion - Silica Or Silica-Related Dust
EXL 51 50 (04 17)	Exclusion - Total Asbestos
CX 21 71 (06 15)	Exclusion - Unmanned Aircraft
CX 21 33 (01 15)	Exclusion Of Certified Acts Of Terrorism
EXL 50 99 (04 17)	Liquor Liability Exclusion
N-153MA (06 22)	MASSACHUSETTS - NOTICE TO POLICYHOLDERS
CX 21 01 (09 08)	Nuclear Energy Liability Exclusion Endorsement
CX 24 01 (12 19)	Products-Completed Operations Aggregate Limit Of Insurance
E-9000 (04 21)	Service of Suit

Forms and Endorsements

Form Number	Title
N-159 (02 23)	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
N-200 (10 23)	What to do if you have a Claim or Potential Claim or Incident

THESE DECLARATIONS, THE COVERAGE FORM AND ANY SCHEDULES OR ENDORSEMENTS THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE ISSUING COMPANY AND THE INSURED RELATING TO THIS INSURANCE.

In witness whereof, we have caused this coverage form to be executed and attested, and, if required by state law, this coverage form shall not be valid unless countersigned by our authorized representative.

Suzanne M Brundage

Secretary

Ada M

President

Authorized
Representative

Date

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
 - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

- d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

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

SECTION II – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any "controlling underlying insurance".
- 2. The Limits of Insurance of this Coverage Part will apply as follows:
 - a. This insurance only applies in excess of the "retained limit".
 - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part. However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
 - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
 - d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

- 3.** If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

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

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

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

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Controlling Underlying Insurer

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

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a.** You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

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

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

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

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

- c.** You and any other insured involved must:

- (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2)** Authorize us to obtain records and other information;
- (3)** Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

- 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 period 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. 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.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

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

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

8. Other Insurance

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

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

9. Premium Audit

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

10. Loss Payable

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

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

11. Legal Action Against Us

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

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

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

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

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

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

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Anti-Stacking of Limits

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

If this Policy and any other policy of insurance provided by us or any of our affiliated companies (hereinafter the "Other Policy") will apply to the same claim, suit, "event" or occurrence, the maximum limit of insurance under all policies available will not exceed the highest applicable per occurrence or per claim limit of insurance available under either this Policy or the Other Policy. However, this condition will not apply if the Other Policy is specifically written to be excess of this Policy, or if this Policy is specifically written to be excess of such Other Policy.

All Other Terms And Conditions Of This Policy Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance.

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

- (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims-made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

- B.** The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
2. When one or both of the following applies:
 - a. 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
 - b. 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.

- C.** The following exclusion is added:

Exclusion Of Terrorism

We will not pay for "injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "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 Paragraph **C.5.** or **C.6.** are exceeded.

With respect to this exclusion, Paragraphs **C.5.** and **C.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.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Assault and Battery

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is hereby understood and agreed that:

- A.** Section I. **COVERAGES**, Paragraph 2. **Exclusions** of the Policy is amended to add the following additional exclusion:

Assault and Battery

The insurance provided under this Coverage Part does not apply to any claim, suit, "event", liability, damages, loss, cost, expense, "injury or damage" based upon or arising out of, directly or indirectly, in whole or in part:

1. Any actual, alleged or threatened "assault" or "battery", including but not limited to:
 - a. The suppression or prevention of, or the failure to suppress or prevent "assault" or "battery";
 - b. The failure to provide an environment safe from "assault" or "battery", including but not limited to the failure to provide adequate security, or the failure to warn of the dangers of the environment which could contribute to "assault" or "battery," or failure to maintain the premises;
 - c. The use of any force to protect persons or property;
 - d. The rendering of or failure to render or secure treatment or care necessitated by any "assault" or "battery";
 - e. The reporting of any "assault" or "battery" to the proper authorities, or the failure to do so; or
 - f. "Assault" or "battery" caused by, arising out of or resulting from the intoxication of any person; whether committed by you, any insured, or by any other person, entity or organization, and regardless of fault or intent.
2. The negligent employment, investigation, hiring, supervision, training or retention of any person, including but not limited to contractors or subcontractors, in connection with 1. above.

- B.** Solely with respect to this endorsement, the following additional definitions shall apply:

"Assault" means any attempted or threatened harmful or offensive contact between two or more persons, including but not limited to any abuse, assault, intimidation, harassment, sexual abuse, sexual assault, sexual intimidation or sexual harassment, and verbal abuse or harassment.

"Battery" means any harmful or offensive contact between two or more persons, including but not limited to any abuse, battery, molestation, sexual abuse, sexual battery, sexual molestation and any physical contact or altercation.

All Other Terms And Conditions Of This Policy Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Auto Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is hereby understood and agreed that:

Section I. **COVERAGES**, Paragraph 2. **Exclusions**, Sub-paragraph b. of the Policy, is deleted in its entirety and replaced with the following:

b. Auto Liability

The insurance provided under this Coverage Part does not apply to any claim, suit, "event", liability, damages, loss, cost, expense, "injury or damage" based upon or arising out of, directly or indirectly, in whole or in part:

The ownership, maintenance, use or entrustment to others of any auto owned by or operated by or rented to, loaned to or borrowed by any insured.

All Terms And Conditions Of This Policy 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 COVERAGE PART

The following exclusion is added to Paragraph 2.

Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Communicable Disease

"Injury or damage" arising out of the actual or alleged transmission of a communicable disease.

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

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion - Construction Operations

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is hereby understood and agreed that:

- A.** Section I. **COVERAGES**, Paragraph 2. **Exclusions** of the Policy is amended to add the following additional exclusion:

Construction Operations

The insurance provided under this Coverage Part does not apply to any claim, suit, "event", liability, damages, loss, cost, expense, "injury or damage" based upon or arising out of, directly or indirectly, in whole or in part:

Any "construction operations" performed by any insured or on any insured's behalf.

This exclusion applies whether the "injury or damage" arises out of completed operations, ongoing operations or the "products-completed operations hazard", and also applies to any defects resulting therefrom.

- B.** The following terms as used in this endorsement shall have the meaning set forth below:

"Construction operations" means the design, planning, site preparation, demolition, renovation, remodeling, conversion, structural repairing, engineering, development or construction of any premises or building or other structure, whether residential or commercial.

All Other Terms And Conditions Of This Policy Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Cross Suits - Limited

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is hereby understood and agreed that:

Section **I. COVERAGES**, Paragraph **2. Exclusions** of the Policy is amended to add the following additional exclusion:

Cross-Suits

The insurance provided under this Coverage Part does not apply to any claim or suit brought by any Named Insured under this policy against another Named Insured under this policy.

All Terms And Conditions Of This Policy Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A. The following is added to Paragraph 2. Exclusions of Section I – Coverages:**

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Cyber Incident

"Injury or damage" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

- B. For the purposes of this endorsement, the following definition is added to the Definitions Section:**

"Cyber incident" means any:

- 1. Unauthorized access to or use of any computer system.**

- 2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.**
- 3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Day Care or Child Care Services

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is hereby understood and agreed that:

Section **I. COVERAGES**, Paragraph **2. Exclusions** of the Policy is amended to add the following additional exclusion:

Day Care or Child Care Services

The insurance provided under this Coverage Part does not apply to any claim, suit, "event", liability, damages, loss, cost, expense, "injury or damage" based upon or arising out of, directly or indirectly, in whole or in part:

Any actual or alleged act, error or omission in the rendering of or failure to render any day care services, child care services, supervision of children or baby-sitting services, including but not limited to any injury to any child enrolled in any day care or child care facility.

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.

All Other Terms And Conditions Of This Policy Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYEE BENEFIT LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph 2.

Exclusions of SECTION I – COVERAGES:

2. Exclusions

This insurance does not apply to any negligent act, error or omission, "bodily injury," "property damage," or "personal and advertising injury" arising out of the administration of the insured's Employee Benefit Programs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Employer's Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is hereby understood and agreed that:

- A.** Section I. **COVERAGES**, Paragraph 2. **Exclusions** of the Policy is amended to add the following additional exclusion:

Employer's Liability

The insurance provided under this Coverage Part does not apply to any claim, suit, "event", liability, damages, loss, cost, expense, based upon or arising out of, directly or indirectly, in whole or in part:

Any "injury or damage" to:

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

This exclusion applies:

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

- B.** The following terms as used in this endorsement shall have the meaning set forth below:

"Employee" means any individual performing work or services for you for wages or other compensation on a full-time or part-time basis, and includes any "leased worker" or "temporary worker."

"Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

"Temporary worker" means a person who substitutes for a permanent "employee" on leave or is needed to meet seasonal or short-term workload conditions.

All Terms And Conditions Of This Policy Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYMENT-RELATED PRACTICES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.

Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to "injury or damage" to:

a. A person arising out of any:

- (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "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 other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:**

2. Exclusions

Insurance provided under this Coverage Part does not apply to "injury or damage" arising out of, caused by, or attributable to, whether in whole or in part, the following:

- a.** The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
- b.** Your product or your work with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

- B. The following definition is added to the Definitions section:**

"Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced or unreinforced base coat;
4. A finish coat providing surface texture to which color may be added; and
5. Any flashing, caulking or sealant used with the system for any purpose.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Financial Services, Insurance Services and Related Operations

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is hereby understood and agreed that:

Section I. **COVERAGES**, Paragraph 2. **Exclusions** of the Policy is amended to add the following additional exclusion:

Financial Services, Insurance Services and Related Operations

The insurance provided under this Coverage Part does not apply to any claim, suit, "event", liability, damages, loss, cost, expense, "injury or damage" based upon or arising out of, directly or indirectly, in whole or in part:

Any act, error or omission of the insured in the performance of or failure to perform financial services or insurance services, including but not limited to:

1. Any obligation assumed by any insured, or the failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise, with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders;
2. The membership in or contribution to, or management or administration of, any insurance plan, pool, association, insolvency or guarantee fund or any similar insurance fund, organization or association, whether voluntary or involuntary;
3. The rendering of, or failure to render, the following professional services:
 - a. Advising, inspecting, reporting or making recommendations in the insured's capacity as an insurance company, insurance consultant, broker, agent or representative thereof;
 - b. Effecting insurance, reinsurance or suretyship coverages or the placement of policies;
 - c. Investigating, defending or settling any claim under any contract or treaty of insurance, self-insurance, reinsurance or suretyship;
 - d. Auditing or maintaining accounts or records;
 - e. Conducting an investment, loan or real estate department or operations;
 - f. Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds, annuities, endowments, employee benefit plans or other similar activities; or
 - g. Claim handling, investigation, adjustment, engineering, inspection, consulting, survey, audit, appraisal, actuarial or data processing services;

4. The rendering of or failure to render financial, economic or investment advice, planning or services relating to any investment, including but not limited to, any debt, security, loan, mortgage, private placement, fund, mutual fund, stock, bond, real or personal property, commodity, options, retirement plan or account or other investment account;
5. The rendering of or failure to render investment management services;
6. The rendering of or failure to render any administrative or record-keeping services or any other ancillary services relating to investments or insurance.

All Terms And Conditions Of This Policy Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Foreign Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is hereby understood and agreed that:

Section **I. COVERAGES**, Paragraph **2. Exclusions** of the Policy is amended to add the following additional exclusion:

Foreign Liability

The insurance provided under this Coverage Part does not apply to any claim, suit, "event", liability, damages, loss, cost, expense, "injury or damage" based upon or arising out of, directly or indirectly, in whole or in part:

Any "event" taking place outside of the United States of America, its territories or possessions, Puerto Rico or Canada.

All Other Terms And Conditions Of This Policy Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FUNGI OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:**

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Fungi Or Bacteria

a. "Injury or 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. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "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 bodily consumption.

- B. The following definition is added to the Definitions section:**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Injury to Workers

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is hereby understood and agreed that:

- A.** Section I. **COVERAGES**, Paragraph 2. **Exclusions** of the Policy is amended to add the following additional exclusion:

Injury to Workers

The insurance provided under this Coverage Part does not apply to any claim, suit, "event", liability, damages, loss, cost or expense, based upon or arising out of, directly or indirectly, in whole or in part:

"Injury or damage" to:

1. Any contractor or subcontractor hired or retained by or for any insured;
2. Any person who is an "employee", "temporary worker", "volunteer worker" or non-employee laborer of any insured or of any contractor or subcontractor who was hired or retained by or for any insured;
3. Any "volunteer worker", "temporary worker" or non-employee laborer of any insured arising out of and in the course of performing duties related to the conduct of the insured's business; or
4. The spouse, child, parent, brother or sister of that contractor, subcontractor, "employee", "temporary worker", "volunteer worker" or non-employee laborer as a consequence of paragraphs 1., 2., or 3. above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the "bodily injury" described in paragraphs 1., 2., 3. or 4. above.

- B.** The following terms as used in this endorsement shall have the meaning set forth below:

"Employee" means any individual performing work or services for wages or other compensation on a full-time or part-time basis, and includes any "leased worker" or "temporary worker".

"Leased worker" means a person leased to an individual or entity by a labor leasing firm under an agreement with the labor leasing firm, to perform duties related to the conduct of that individual or entity's business.

"Temporary worker" means a person who is substituting for a permanent "employee" on leave or is needed to meet seasonal or short-term workload conditions.

"Volunteer worker" means a person who is not an "employee", but donates his or her work or services and is not paid a fee, salary or other compensation for their work or services.

- C.** A contractor or subcontractor will be considered to be "hired or retained by or for any insured" if the contractor or subcontractor was:

1. Hired directly by any insured; or
2. Hired by another contractor or subcontractor who was hired by any insured.

All Other Terms And Conditions Of This Policy Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Lead Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is hereby understood and agreed that:

Section I. **COVERAGES**, Paragraph 2. **Exclusions** of the Policy is amended to add the following additional exclusion:

Lead Liability

The insurance provided under this Coverage Part does not apply to any claim, suit, "event", liability, damages, loss, cost, expense, "injury or damage" based upon or arising out of, directly or indirectly, in whole or in part:

1. The ingestion, inhalation or absorption of lead in any form;
2. Any actual or alleged injury or damage of any kind arising out of any form of lead or any product or material that contains lead, including but not limited to lead poisoning;
3. Any request, demand or order 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 lead; or
4. Any proceeding or investigation brought by or on behalf of any governmental authority or any claimant for damages, statutory penalties, abatement or any form of injunctive relief resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead.

All Terms And Conditions Of This Policy Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Privacy Liability and Data-Related Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is hereby understood and agreed that:

- A.** Section I. **COVERAGES**, Paragraph 2. **Exclusions** of the Policy is amended to add the following additional exclusion:

Privacy Liability and Data-Related Liability

The insurance provided under this Coverage Part does not apply to any claim, suit, "event", liability, damages, loss, cost, expense, "injury or damage" based upon or arising out of, directly or indirectly, in whole or in part:

1. Any actual, alleged or suspected access to, misappropriation of, or disclosure of, any person's or organization's confidential, private, proprietary or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information;
2. Any actual or alleged violation of any statute, law or regulation relating to the protection of confidential, private or proprietary information; or any breach of or unauthorized access to a computer, electronic device, computer network or computer system security;
3. Any actual, alleged or suspected loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate, "electronic data"; or
4. Any impairment of, inability to access, loss of use of, or unavailability of:
 - a. the Internet or any similar services;
 - b. any intranet or private network or similar services; or
 - c. any website, search engine, portal or similar third party application service.

This exclusion applies even if alleged loss or damages are in the form of notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the insured or by any other party arising out of the above.

- B.** The following terms as used in this endorsement shall have the meaning set forth below:

"Electronic data" means information, data, facts or programs stored as or on, created or used on, or transmitted to or from, any computer, computer system or computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other device or medium which is used with electronically controlled equipment.

All Other Terms And Conditions Of This Policy Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Professional Services – Absolute

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is hereby understood and agreed that:

Section **I. COVERAGES**, Paragraph **2. Exclusions** of the Policy is amended to add the following additional exclusion:

Professional Services

The insurance provided under this Coverage Part does not apply to any claim, suit, "event", liability, damages, loss, cost, expense, "injury or damage" based upon or arising out of, directly or indirectly, in whole or in part:

Any act, error or omission in the performance of or failure to perform professional services, whether or not for a fee or other consideration, including but not limited to:

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

This exclusion applies even if the claim or suit against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

All Terms And Conditions Of This Policy Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SILICA OR SILICA-RELATED DUST

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2.

Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Silica Or Silica-related Dust

- a. "Injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. 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, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B. The following definitions are added to the **Definitions** section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Total Asbestos

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is hereby understood and agreed that:

- A.** Section I. **COVERAGES**, Paragraph 2. **Exclusions** of the Policy is amended to add the following additional exclusion:

Asbestos

The insurance provided under this Coverage Part does not apply to any claim, suit, "event", liability, damages, loss, cost, expense, "injury or damage" based upon or arising out of, directly or indirectly, in whole or in part:

1. The actual, alleged, threatened or suspected inhalation of, or ingestion of, "asbestos" or "asbestos-related dust" particles; or
2. Abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "asbestos" or "asbestos-related dust particles."

- B.** The following terms as used in this endorsement shall have the meaning set forth below:

"Asbestos" means naturally occurring hydrated fibrous mineral silicates that possess a unique crystalline structure and are incombustible in air, including chrysotile, amosite, crocidolite, tremolite, anthophyllite, acinolite, and includes any product or material which contains "asbestos" as well as asbestos fibers that are released into the air.

"Asbestos-related dust particles" means a mixture or combination of "asbestos" and other dust or particles.

All Terms And Conditions Of This Policy Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS COVERAGE PART

- A. The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:**

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Unmanned Aircraft

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

This 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 "event" which caused the "injury or damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

As used in this exclusion, loading or unloading means the handling of property:

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

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

- B. The following definition is added to the Definitions section:**

"Unmanned aircraft" means an aircraft that is not:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definition is added:

"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; and

- b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Liquor Liability Exclusion

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

It is hereby understood and agreed that:

Section **I. COVERAGES**, Paragraph **2. Exclusions** of the Policy is amended to add the following additional exclusions:

Liquor Liability

The insurance provided under this Coverage Part does not apply to any claim, suit, "event", liability, damages, loss, cost or expense based upon or arising out of, directly or indirectly, in whole or in part:

"Injury or damage," including mental anguish and emotional distress whether or not resulting from physical injury, in connection with:

1. Causing or contributing to the intoxication of any person, including but not limited to causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any act, error or omission in violation of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

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

This exclusion applies only if you:

1. Manufacture, sell or distribute alcoholic beverages;
2. Serve or furnish alcoholic beverages for a charge, whether or not such activity:
 - a. Requires a license;
 - b. Is for the purpose of financial gain or livelihood;
3. Serve or furnish alcoholic beverages without a charge, if a license is required for such activity; or
4. Permit any person to bring any alcoholic beverages on your premises, for consumption on your premises.

All Other Terms And Conditions Of This Policy Remain Unchanged.

MASSACHUSETTS – NOTICE TO POLICYHOLDERS

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.

Mass. Gen. Laws 175:168(c).

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

The following exclusion is added to Paragraph 2.,

Exclusions:

2. Exclusions

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.

- c. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

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

"Injury or damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Products-completed Operations Aggregate Limit:	Included in the general aggregate
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Limits Of Insurance is replaced by the following:

Section II – Limits Of Insurance

1. The Limits of Insurance shown in the Declarations, and the Schedule of this endorsement, and the following rules fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any "controlling underlying insurance".
2. The Limits of Insurance will apply as follows:
 - a. This insurance only applies in excess of the "retained limit".
 - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part, except "ultimate net loss" because of "injury or damage":
 - (1) That is not subject to an aggregate limit of insurance under the "controlling underlying insurance"; or
 - (2) Included in the products-completed operations hazard.

- c. The Products-completed Operations Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" included in a products-completed operations hazard.
- d. Subject to Paragraph 2.b. or 2.c. of this endorsement, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
- e. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.
3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

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

Endorsement No:	Not Applicable
Endorsement Effective Date:	7/01/2024 12:01 a.m. standard time at the address of the Named Insured as shown in Item 1 of the Declarations.
Forms a part of Policy No.:	XS23031749
Issued to:	554 Main Street Partners LLC
Issuing Company:	Capitol Specialty Insurance Corporation

Service of Suit

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

It is hereby understood and agreed that:

In any cause of action arising under this policy, or certificate, cover note, or other confirmation of this insurance issued by your surplus lines agent, we will, at your request, submit to the jurisdiction of a court of competent jurisdiction within the United States. However, nothing herein constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In any suit instituted against us upon this policy, we will abide by the final decision of such court or of any appellate court in the event of appeal.

All lawful process may be served in any action, suit or proceeding instituted by, or on behalf of, you or any beneficiary under this policy, against us arising out of this policy, upon:

Chief Claims Officer
 Capitol Specialty Insurance Corporation
 1600 Aspen Commons
 Suite 300
 Middleton, Wisconsin 53562-4718

Pursuant to any law of any state, the District of Columbia or territory of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other applicable individual specified for that purpose in the applicable statute or regulation, or his successor or successors in office, as attorney or agent for receipt of lawful service of process as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this policy. We hereby designate the above-named as the person to whom the said individual, surplus lines producer, or any applicable state surplus lines association or stamping office is authorized to mail such process or a true copy thereof. The service of process as set forth above and below is cumulative to any other methods which may be provided by law for service of process upon us.

THE LANGUAGE OF THIS ENDORSEMENT ABOVE IS MODIFIED IN EACH APPLICABLE STATE AS SET FORTH BELOW TO COMPLY WITH CERTAIN STATE SPECIFIC REQUIREMENTS AND DISCLOSURES:

California

For any cause of action arising under any surplus lines insurance contract issued or delivered in California, service may be made upon the Insurance Commissioner or his successor or successors in office pursuant to the procedures set forth in Cal. Ins. Code §§ 1610 to 1620. It is further agreed that by assuming surplus lines insurance, we subject ourselves to Chapter 6 of the California Insurance Code.

Delaware

For any cause of action arising under a surplus lines insurance policy or contract issued or delivered by us in Delaware, service of process in such action may be made upon the Insurance Commissioner of the State of Delaware as provided for in specific state laws and/or regulations.

Florida

For any cause of action, suit or proceeding arising under a policy or contract issued by us in Florida, service of process shall be made upon the Chief Financial Officer of the State of Florida or other designee as provided for in specific state laws and/or regulations.

Illinois

For any action, suit or proceeding arising out of any insurance we write that is delivered pursuant to 215 Ill. Comp. Stat. § 5/445, service of process in such suit may be made upon the Director of the Illinois Department of Insurance and his successor or successors in office or other designee as provided for in specific state laws and/or regulations.

Maine

For any cause of action arising out of the solicitation, effectuation, or delivery of any insurance contract in Maine, or the performance in Maine of any other service or transaction connected with such insurance by or on behalf of us, we agree that service of process shall be made upon the superintendent and his successors in office pursuant to specific state laws and/or regulations.

North Dakota

For any cause of action arising out of our transaction of surplus lines business in North Dakota, service of process in such suit must be made upon the North Dakota Commissioner of Insurance pursuant to specific state laws and/or regulations.

New York

For any proceeding brought against us on a contract issued in New York, service of process in such proceeding may be made upon the New York Superintendent of Insurance pursuant to specific state laws and/or regulations.

Oregon

For any cause of action arising under any policy of insurance issued or delivered by us in Oregon, service of process may be made upon the insurance producer on the policy or the Secretary of State or the successor in office pursuant to specific state laws and/or regulations.

Washington

For any cause of action arising in Washington under any contract issued as a surplus lines contract under Wash. Rev. Code Ann. Chapter 48.15, we must be sued in the superior court of the county in which the cause of action arose. By issuing a policy under Wash. Rev. Code Ann. Chapter 48.15, we have authorized service of process against us in the manner prescribed under Wash. Rev. Code Ann. § 48.02.022, and we hereby designate the Washington Commissioner of Insurance as the person upon whom such service of process may be made.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions of this Policy remain unchanged. _____

Authorized Representative

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.



A BERKSHIRE HATHAWAY COMPANY

CAPITOL INDEMNITY CORPORATION | A Stock Company

1600 Aspen Commons, Suite 300 | Middleton, WI 53562 | CapSpecialty.com

WHAT TO DO IF YOU HAVE A CLAIM OR POTENTIAL CLAIM OR INCIDENT

Send all notices of claims or potential claim notices, as well as other required material to:

Email (Preferred): claims@CapSpecialty.com

Or Mailing Address: Capitol Indemnity Corporation
Claims Department
P.O. Box 5900
Madison, WI 53705

Or Overnight/Express: Capitol Indemnity Corporation
Claims Department
1600 Aspen Commons
Suite 300
Middleton, WI 53562

Or Facsimile: 608.829.7411

Or Toll Free: 800.475.4450 (Select #3 for Claims)

Please reference your policy for complete details relating to reporting requirements in connection with claims or potential claims, including what to include in your notices.