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Speak directly with a claim professional 24 hours a day, 365 days a year

*Unless Your Policy Requires Written Notice or Reporting

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE POLICY

A Custom Insurance Policy Prepared for:

VINTAGE PARTS INC VINTAGE HOLDINGS, INC. 120 CORPORATE DRIVE

BEAVER DAM

WI 53916-3116

This policy consists of this policy cover, the Policy Declarations and the Policy Forms, and endorsements listed in that declaration form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by this policy. That insurance will be provided by the company indicated as insuring company in the Declarations by the abbreviation of its name.

One of the companies listed below (each a stock company) has executed this policy, but it is valid only if countersigned on the Declarations by our authorized representative.

The Travelers Indemnity Company (IND)
Travelers Property Casualty Company of America (TIL)
The Travelers Indemnity Company of Connecticut (TCT)

Wendy C. Shy

Brian Thac Clam President





POLICY DECLARATIONS COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE POLICY POLICY NO.: YSM-CUP-1354P608-TIL-13 ISSUE DATE: 10-21-13

(OMBREEE) () INSORVINGE (SEIS	-				
INSURING COMPANY: TRAVELERS PROPERTY CASUALTY 1. NAMED INSURED AND MAILIN VINTAGE PARTS INC VINTAGE HOLDINGS, INC. 120 CORPORATE DRIVE BEAVER DAM		UERICA THIS POLICY DOES NOT COVER LIABILITY ARISING OUT OF ASBESTOS MATERIAL SEE ENDORSEMENT UM 01 96 07 96			
2. THE NAMED INSURED IS A: X CORPORATION SOLE	PROPRIETOR	PARTNERSH	IIP OR JOINT VENTU	JRE OTHER	
3. POLICY PERIOD: From 10-11	-13 to 10-11-	14 12:01 A.M.	Standard Time at you	r mailing address.	
4. PREMIUM: * \$ 18,867 * SEE END. CG D0 31 10		e 🗌 Adjustab	ole (See premium sche	edule)	
5. LIMITS OF INSURANCE: COVERAGES			LIMITS OF LIABIL	ITV	
AGGREGATE LIMITS OF LIAB	10,000 10,000		ducts/Completed Op eral Aggregate		
COVERAGE A - Bodily Injury a Property Dama Liability		Con	one occurrence subj ppleted Operations and regate Limits		
COVERAGE B - Personal and Advertising In Liability	10,000 jury		one person or orgar General Aggregate Lir		
RETAINED LIMIT		0 any	one occurrence or o	offense	
6. SCHEDULE OF UNDERLYING I	NSURANCE:				
POLICY	LIMITS (000 omitt	ted)	COVERAGE	COMPANY	
SEE ENDORSEMENT CG D0	23 04 96				
 On the effective date shown in numbered above includes this D. Nuclear Energy Liability Exclusion SEE END. IL T8 01 01 01 	eclarations Page a	nd the Policy J	acket (Form UM 00 7		
NAME AND ADDRESS OF AGENT	OR BROKER:	COU	NTERSIGNED BY:		
LOCKTON COMPANIES LLC 444 W 47TH ST STE 900	XG345		Authorized Repre	esentative	
KANSAS CITY	MO 64112	DAT	⊏.		

CG T0 14 04 96 Page 1 of 1 OFFICE: KANSAS CITY

POLICY NUMBER: YSM-CUP-1354P608-TIL-13

EFFECTIVE DATE: 10-11-13 **ISSUE DATE**: 10-21-13

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

CG T0 14 04 96 IL T8 01 01 01	COML EXCESS LIABILITY (UMBRELLA) DEC FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
UMBRELLA / EXCESS	
CG D0 23 04 96	UNDERLYING POLICIES AND LIMITS END
UM 00 01 11 03	COML EXCESS LIAB (UMBRELLA) INSURANCE
UM 03 81 01 08	CAP ON LOSSES-CERT ACTS OF TERRORISM
UM 03 98 11 11	AMENDMENT OF COVERAGE - PROPERTY DAMAGE
UM 04 75 07 08	AMEND DEF CLAIMS OR SUITS-REAS EXP INCUR
UM 04 77 07 08	AMEND OF DUTIES IN EVENT OF OCCURRENCE
UM 05 11 02 09	AMEND OF COVERAGE B - PI AND AI LIAB
UM 06 03 11 10	CRISIS MANAGEMENT SERVICES EXPENSES
UM 00 94 08 86	AMENDMENT OF COVERAGE-NAMED INSURED
UM 01 52 11 03	EMPLOYEE BENEFITS LIABILITY
UM 03 37 01 99	REASONABLE FORCE-BODILY INJURY OR PROPER
UM 00 76 01 86	NUCLEAR ENERGY LIAB EXCL ENDT(BROAD FORM
UM 01 91 01 02	WAR EXCLUSION
UM 01 96 07 96	EXCLUSION-ASBESTOS
UM 04 15 10 11	EXCLUSION - UNSOLICITED COMMUNICATIONS
UM 05 30 03 09	EXCLUSION - DISCRIMINATION
UM 06 09 10 11	EXCL - VIOLATION CONSUMER FIN PROT LAWS
UM 00 88 11 03	WISCONSIN MANDATORY ENDORSEMENT

INTERLINE ENDORSEMENTS

IL T3 68 05 10 FEDERAL TERRORISM RISK INS ACT DISCLOSE

IL T8 01 01 01 PAGE: 1 OF 1

PREMIUM SPLIT FORM

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

POLICY NUMBER: YSM-CUP-1354P608-TIL-13

ISSUE DATE: 10-21-13 **EFFECTIVE DATE**: 10-11-13 **EXPIRATION DATE: 10-11-14**

INSURED'S NAME: VINTAGE PARTS INC VINTAGE HOLDINGS, INC.

ACCT. EFF. S.B. MO. DATE	PREMIUM	TOTAL
10/13 10-11-13	1,893.00	1,893.00
11/13 11-11-13	1,886.00	1,886.00
12/13 12-11-13	1,886.00	1,886.00
01/14 01-11-14	1,886.00	1,886.00
02/14 02-11-14	1,886.00	1,886.00
03/14 03-11-14	1,886.00	1,886.00
04/14 04-11-14	1,886.00	1,886.00
05/14 05-11-14	1,886.00	1,886.00
06/14 06-11-14	1,886.00	1,886.00
07/14 07-11-14	1,886.00	1,886.00
	18,867.00	18,867.00

OFFICE: KANSAS CITY 095

PRODUCER NAME: LOCKTON COMPANIES LLC XG345

Page 1 of 1

CG D0 31 10 91

POLICY NUMBER: YSM-CUP-1354P608-TIL-13 ISSUE DATE: 10-21-13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Item 6 of the Declarations to include:

POLIC 630	CY 1134P126	13	LIMITS (000 OM 1000 EACH OCC 1000 EACH PER 2000 GEN. AGG 2000 PROD/COM	URRENCE SON OR ORG.	COVERAGE CGL	COMPANY TIA
630	1134P126	13	2000 AGGREGAT 1000 EACH EMP		EBL	TIA
810	1354P53A	13	1000 CSL		BAP	COF
UB	1124P587	13	1000 PER ACCI 1000 POLICY L DISEASE 1000 PER EMPL	IMIT FOR	EMPLOYERS LIABILITY)	TIL

THE POLICIES SHOWN ABOVE ARE ISSUED IN ONE OR MORE OF THE TRAVELERS COMPANIES. THE ABOVE COMPANY(S) TRANSLATES AS FOLLOWS.

TIA: THE TRAVELERS INDEMNITY COMPANY OF AMERICA COF: THE CHARTER OAK FIRE INSURANCE COMPANY

TIL: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

(If you have any employee exposure in the State of New York, the Employers Liability Limits are applicable only to bodily injury to your "non-subject employees" as defined under Rule VIII - Limits of Liability, A.2., of the WC/EL Manual of the State of New York)

PRODUCER: LOCKTON COMPANIES LLC OFFICE: KANSAS CITY 095
CG D0 23 04 96 Page 1 of 1

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

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 insurance the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN IN-SURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V – DEFINITIONS.

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.

1. INSURING AGREEMENT.

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "applicable underlying limit" which the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies.

This insurance applies to "bodily injury" or "property damage" only if:

- (i) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
- (ii) The "bodily injury" or "property damage" occurs during the policy period;
- (iii) Prior to the policy period, no insured listed under Paragraph 1. of SECTION II WHO IS AN INSURED and no employee authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized employee knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

This insurance applies to "personal injury" or "advertising injury" caused by an "offense" committed during the policy period, anywhere in the world.

- b. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- **c.** "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.
- d. The amount we will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE.

The following provisions apply only with respect to Parts 1.a.(i), (ii) and (iii) above:

- "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph
 of Section II Who Is An Insured or any employee authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- 2. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of SECTION II WHO IS AN INSURED or any employee authorized by you to give or receive notice of an "occurrence" or claim:
 - (a) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (b) Receives a written or verbal demand or claim for damages because of "bodily injury" or "property damage"; or
- **(c)** Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. DEFENSE OF CLAIMS OR SUITS.

- a. We will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If we elect to join in the defense of such claims or "suits", we will pay all expenses we incur.
- b. We will have the right and duty to defend any "suit" for damages which are payable under Coverages A or B (including damages wholly or partly within the "retained limit") but which are not payable by a policy of "underlying insurance", or any other available insurance, because:
 - (1) Such damages are not covered; or
 - (2) The "underlying insurance" has been exhausted by the payment of claims.
- **c.** We may investigate and settle any claim or "suit" in **b.** above at our discretion.
- d. Our right and duty in b. above end when we have used up the "applicable limit of insurance" in the payment of judgments or settlements.
- **e.** We will pay, with respect to any claim or "suit" we defend in **b.** above:
 - (1) All expenses we incur.
 - (2) The cost of appeal bonds and bonds to release attachments, but only for bond amounts within the "applicable limit of insurance". We do not have to furnish these bonds.
 - (3) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - (4) All costs taxed against the insured in the "suit".
 - (5) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have:
 - (a) paid, or offered to pay; or

- **(b)** deposited in court:
- the part of the judgment that is within the "applicable limit of insurance".
- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the "applicable limit of insurance", we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

In any jurisdiction outside the United States of America (including its territories and possessions), Puerto Rico or Canada where we may be prevented by law or some other factor beyond our control from carrying out the agreements under 1. INSURING AGREEMENT or 2. DEFENSE OF CLAIMS OR SUITS above:

- **a.** You must arrange to investigate, defend or settle any claim or "suit".
- You will not make any settlement without our consent.
- **c.** We will pay expenses incurred with our consent.

3. EXCLUSIONS.

This insurance does not apply to:

a. Expected or Intended Injury

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

b. "Advertising Injury" "Offenses"

(1) Breach of Contract

"Advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in the course of advertising your goods, products or services.

(2) Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

(3) Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in the course of advertising your products, goods or services.

c. Employment-Related Practices

"Bodily injury" or "personal injury" to:

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

This exclusion applies whether the insured may be held 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.

d. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured assumed liability under a contract or agreement. This exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

e. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unem-

ployment compensation law or any similar law.

f. Pollution

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants", or any loss, cost, expense or damages resulting therefrom, but this exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UN-DERLYING INSURANCE of the DECLARA-TIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DEC-LARATIONS of this insurance.

g. Watercraft Or Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, including loading or unloading, or entrustment to others of any watercraft or any aircraft.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) Liability assumed under any contract or agreement for the ownership, maintenance or use of a watercraft;
- (3) A watercraft over 50 feet in length which is chartered with crew by or on behalf of any insured;
- (4) A watercraft less than 50 feet long which you own; or
- (5) A watercraft less than 50 feet long which you do not own and is not being used to carry persons or property for a charge.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance,

use or entrustment to others of any watercraft or any aircraft that is owned or operated by or rented or loaned to any insured.

h. "Personal Injury" Or "Advertising Injury" "Offenses"

(1) Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

(2) Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period. All "personal injury" or "advertising injury" arising out of publication of the same or similar material subsequent to the beginning of the policy period is also excluded.

(4) Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

"Personal injury" or "advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of

"underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

(6) Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- **(3)** An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the "personal injury" definition in **SECTION V – DEFINITIONS**.

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

(7) Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

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

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

i. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured:
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

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

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

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

j. Damage To Your Product

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

k. Damage To Your Work

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

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

I. Damage To Impaired Property Or Property Not Physically Injured

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

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

m. Recall Of Products, Work Or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

n. Uninsured Motorists, Underinsured Motorists, "Auto" No-Fault, Medical Expenses Benefits and Income Loss Benefits

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- (1) Uninsured Motorists;
- (2) Underinsured Motorists;
- (3) "Auto" No-Fault Laws or other first party personal injury laws; or
- (4) Medical Expense Benefits and Income Loss Benefits Laws of any applicable state or jurisdiction.

o. Liquor Legal Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to "bodily injury" or "property damage" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

SECTION II - WHO IS AN INSURED.

- 1. If you are designated in the Declarations as:
 - **a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - **b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - **d.** An organization other than a partnership, joint venture or limited liability company, you are an insured.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- **2.** Each of the following is also an insured:
 - a. As respects the "auto hazard":
 - (1) Anyone using an "auto" you own, hire or borrow including any person or organization legally responsible for such use provided it is with your permission; and
 - (2) Any of your executive officers, directors, partners, employees or stockholders, operating an "auto" you do not own, hire or

borrow while it is being used in your business.

None of the following is an insured under (1) or (2) above:

- (a) Any person employed by or engaged in the duties of an auto sales agency, repair shop, service station, storage garage or public parking place that you do not operate;
- (b) The owner or lessee of any "auto" hired by or for you or loaned to you, and any agent or employee of such owner or lessee.
- **b.** Except as respects the "auto hazard":
 - (1) Your executive officers, employees, directors or stockholders while acting within the scope of their duties; and
 - (2) Any person or organization while acting as real estate manager for you.
- c. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured. However, coverage does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (2) "Personal injury" or "advertising injury" arising out of an "offense" committed before you acquired or formed the organization.
- **d.** Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - **(2)** Until your legal representative has been appointed.
- e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
- f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance for whom you have agreed in a written contract executed prior to loss to provide insurance. This insurance is subject to all

the limitations upon coverage under such policy of "underlying insurance", and, the limits of insurance afforded to such person or organization will be:

- (i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or
- (ii) The limits of insurance of this policy whichever is less.

If the minimum limits of insurance you agreed to provide such person or organization in a written contract are wholly within the "underlying insurance", this policy shall not apply.

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

No person is an insured as respects "bodily injury" to a fellow employee unless insurance for such liability is afforded by the "underlying insurance".

SECTION III - LIMITS OF INSURANCE.

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - **b.** Claims made or "suits" brought; or
 - **c.** Persons or organizations making claims or bringing "suits".
- 2. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard".
- 3. The General Aggregate Limit is the most we will pay for damages under Coverage A and Coverage B, except:
 - a. Damages because of injury and damage included in the "products-completed operations hazard": and
 - **b.** Damages because of injury and damage included in the "auto hazard".
- 4. Subject to 3. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

Non cumulation of Personal and Advertising Injury Limit – If "personal injury" and/or "advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal injury" and/or "advertising injury".

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of damages under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".

Non cumulation of Each Occurrence Limit – If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".

To determine the limit of our liability, all "bodily injury" and "property damage" arising out of continuous or repeated exposure to the same general conditions shall be considered one "occurrence".

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period.

SECTION IV – CONDITIONS.

1. APPEALS.

- a. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit", we may do so.
- **b.** If we do, we will pay all costs of the appeal. We will also pay all costs on appeals related

to the defense of the insured as provided in **SECTION 1, 2. DEFENSE OF CLAIMS OR SUITS**. These sums are in addition to the "applicable limit of insurance". In no event shall our liability for "ultimate net loss" exceed the "applicable limit of insurance".

2. BANKRUPTCY.

- **a.** Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations under this insurance.
- **b.** Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this insurance.

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

3. CANCELLATION.

- a. You may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
- **b.** We may cancel this insurance by mailing or delivering to you 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 your 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 insurance is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund will be pro rata less 10% of the pro rata unearned premium. 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.

4. CHANGES.

This contract contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this insurance.

5. DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE, CLAIM OR SUIT.

- a. You must see to it that we are notified promptly of an "occurrence" or an "offense" which may result in a claim under this insurance. Notice should include:
 - (1) How, when and where the "occurrence" or "offense" took place; and
 - **(2)** The names and addresses of any injured persons and witnesses.
- b. If a claim is made or "suit" is brought against any insured which may result in a claim against this insurance, you must see to it that we receive prompt written notice of the claim or "suit".

c. The insured must:

- (1) Cooperate with the "underlying insurers";
- (2) Comply with the terms of the "underlying insurance"; and
- (3) Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of "bodily injury", "property damage", "personal injury" or "advertising injury" with respect to which insurance is provided under this or any policy of "underlying insurance".
- d. When we believe that a claim may exceed the "underlying insurance", we may join with the insured and the "underlying insurer" in the investigation, settlement and defense of all claims and "suits" in connection with such "occurrence" or "offense". In such event, the insured must cooperate with us.

6. EXAMINATION OF YOUR BOOKS AND RECORDS.

We may examine and audit your books and records as they relate to this insurance:

- **a.** At any time during the policy period;
- **b.** Up to three years afterward; or
- **c.** Within one year after final settlement of all claims under this insurance.

7. INSPECTIONS AND SURVEYS.

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe or healthful; or comply with laws, regulations, codes or standards

8. LEGAL ACTION AGAINST US.

No person or organization has a right under this insurance:

- 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 insurance 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. We will not be liable for damages that are not payable under the terms of this insurance; or are in excess of the "applicable limit of insurance".

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

MAINTENANCE OF UNDERLYING INSUR-ANCE.

The insurance afforded by each policy in the schedule of "underlying insurance" in the Declarations will be maintained for the full term of this insurance. This provision does not apply to the reduction of the aggregate limit or limits due to payment of judgments or settlements for "bodily injury", "personal injury", "property damage" or "advertising injury". As these policies expire, you will renew them at limits at least equal to the expiring limits of insurance.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you so complied.

You must give us a written notice of any change in the "underlying insurance" as respects:

a. Coverage;

- **b.** Limits of insurance;
- c. Termination of any coverage; or
- **d.** Exhaustion of aggregate limits.

10. OTHER INSURANCE.

This insurance is excess over any other valid and collectible insurance whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply in excess of this insurance.

11. OUR RIGHT TO RECOVER FROM OTHERS.

If we make a payment under this insurance, the insured will assist us and the "underlying insurer" in recovering what we paid by using the insured's rights of recovery. Reimbursement will be made in the following order:

- **a.** First, to any interest (including the insured) who has paid any amount in excess of the limits of this insurance:
- b. Next to us; and
- **c.** Then to any interest (including the insured and the "underlying insurer") as are entitled to claim the remainder, if any.

A different order may apply if agreed upon by all interests. Expenses incurred in the process of recovery will be divided among all interests according to the ratio of their respective recoveries.

12. PREMIUM.

- **a.** You are responsible for the payment of all premiums and will be the payee for any return premiums.
- **b.** If the premium is a flat charge, it is not subject to adjustment except as provided in **d.** below.
- c. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of each year in which this insurance is in force at the rate shown in the Declarations, subject to the Minimum Annual Premium.
- d. Additional premium may become payable when coverage is provided for additional insureds and named insureds under the provisions of SECTION II – 2.c. and f.

13. PREMIUM AUDIT.

a. You must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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- **b.** At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured.
- c. The due date for audit and retrospective premiums is the date as shown as the due date on the bill.
- **d.** 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 you subject to the minimum premiums.

14. REPRESENTATION.

By accepting this insurance, you agree:

- a. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
- **b.** Those statements are based upon representations you made to us; and
- **c.** We have issued this insurance in reliance upon your representations.

15. SEPARATION OF INSUREDS.

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

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

16. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE.

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

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

17. WHEN LOSS IS PAYABLE.

If we are liable under this insurance, we will pay for "ultimate net loss" after:

- a. (1) The insured's liability is established by court decision; or
 - (2) There is a written agreement between the claimant, the insured, any "underlying insurer" and us; and

b. The amount of the "applicable underlying limit" is paid by or on behalf of the insured.

We will pay all claims within thirty days provided all terms of this insurance are met.

The insured will reimburse us for any payment we make for damages which are within the "retained limit".

18. TITLES OF PARAGRAPHS.

The titles of paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

19. CURRENCY

Loss payments and expense reimbursements will be in the same currency as the currency of the Limits of Insurance stated in the Declarations. At our sole option, we may agree to pay loss or reimburse expense under this policy in another currency. Any necessary currency conversion shall be calculated based on the rate of exchange published in the next Wall Street Journal subsequent to the date of judgment, settlement or agreement.

SECTION V - DEFINITIONS.

- **1.** "Advertising injury" means injury arising out of one or more of the following "offenses":
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged:
 - b. Oral or written publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or
 - **c.** Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

Such "offenses" must be committed in the course of advertising your goods or products.

2. "Applicable limit of insurance" means the maximum amount we will pay as damages in accor-

dance with **SECTION III - LIMITS OF INSUR-ANCE**.

- 3. "Applicable underlying limit" means:
 - a. If the policies of "underlying insurance" apply to the "occurrence" or "offense", the greater of:
 - (1) The amount of insurance stated in the policies of "underlying insurance" in the Declarations or any other available insurance less the amount by which any aggregate limit so stated has been reduced solely due to payment of claims; or
 - (2) The "retained limit" shown in the Declarations; or
 - b. If the policies of "underlying insurance" do not apply to the "occurrence" or "offense", the amount stated in the Declarations as the "retained limit".

The limits of insurance in any policy of "underlying insurance" will apply even if:

- (i) The "underlying insurer" claims the insured failed to comply with any condition of the policy; or
- (ii) The "underlying insurer" becomes bankrupt or insolvent.
- **4.** "Auto" means a land motor vehicle, trailer or semi-trailer.
- 5. "Auto hazard" means all "bodily injury" and "property damage" for which liability insurance is afforded under the terms, other than limits of insurance, of the auto policy of "underlying insurance".
- 6. "Bodily injury" means bodily injury, shock, fright, mental injury, disability, mental anguish, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - **b.** You have failed to fulfill the terms of a contract or agreement;

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

- **8.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- "Offense" means any of the offenses listed in the definition of "personal injury" or "advertising injury".
- 10. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
 - **a.** False arrest, detention or imprisonment;
 - **b.** Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or
 - e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

Such "offenses" must arise out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

- 11. "Pollutants" means one or more solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- 12. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or

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- (2) Work that has not yet been completed or abandoned.
- **b.** "Your work" will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- **c.** "Products-completed operations hazard" does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

13. "Property damage" means:

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

"Property damage" does not include "electronic media and records".

As used in this definition, "electronic media and records" means:

- (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2) Data stored on such media; or

- (3) Programming records for electronic data processing or electronically controlled equipment.
- 14. "Retained limit" is the sum stated in the Declarations as such. If the policies of "underlying insurance" do not apply to the "occurrence" or "offense", the insured shall retain this amount as self insurance with respect to:
 - **a.** "Bodily injury" or "property damage" caused by each "occurrence"; or
 - **b.** "Personal injury" or "advertising injury" sustained by any one person or organization and caused by an "offense".
- **15.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - An arbitration proceeding alleging such damages to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- **16.** "Ultimate net loss" means the sum actually paid or payable due to a claim for which the insured is liable either by a settlement to which we agreed or a final judgment. Such sum will include proper adjustments for recoveries and salvage.
- 17. "Underlying insurance" means the policies listed in the Schedule of Underlying Insurance and includes:
 - a. Any renewal or replacement of such policies; and
 - **b.** Any other insurance available to the insured.
- **18.** "Underlying insurer" means any insurer which provides a policy listed in the Schedule of Underlying Insurance or any other insurance available to the insured.
- 19. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - **(b)** Others trading under your name; or

- (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- **(2)** The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

20. "Your work":

a. Means:

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

b. Includes:

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

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursu-

ant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

AMENDMENT OF COVERAGE – PROPERTY DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces the definition of "property damage" in **SECTION V – DEFINITIONS**:

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

"Property damage" does not include loss of or damage to "electronic media and records".

As used in this definition, "electronic media and records" means:

- (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2) Data stored on such media; or
- (3) Programming records for electronic data processing or electronically controlled equipment.

AMENDMENT OF DEFENSE OF CLAIMS OR SUITS – REASONABLE EXPENSES INCURRED BY THE INSURED AT OUR REQUEST

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Paragraph e.(3) of Paragraph 2., DEFENSE OF CLAIMS OR SUITS., of SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:

(3) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE, CLAIM OR SUIT AND REPRESENTATION CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. KNOWLEDGE AND NOTICE OF OCCUR-RENCE OR OFFENSE

The following is added to Paragraph 5., DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE, CLAIM OR SUIT., of SECTION IV – CONDITIONS.:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this policy to you or any insured listed in Paragraph 1. or 2. a., b., d. or e. of SECTION II WHO IS AN INSURED.:
 - (1) Notice to us of such "occurrence" or "offense" must be given as soon as practicable only after the "occurrence" or "offense" is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your executive officers or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any employee authorized by you to give notice of an "occurrence" or "offense".
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or "offense" must be given as soon as practicable only after the "occurrence" or "offense" is known by:
 - (a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;
- that is your partner, joint venture member, manager or trustee; or
- **(b)** Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or "offense".
- (3) Notice to us of such "occurrence" or "offense" will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or "offense" as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or "offense" may result in sums to which the insurance provided under this policy may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

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2. UNINTENTIONAL OMISSION

The following is added to Paragraph 14., REP-RESENTATION., of SECTION IV — CONDITIONS.:

The unintentional omission of, or unintentional error in, any information provided by you which

we relied upon in issuing this insurance will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

AMENDMENT OF COVERAGE B – PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

- The following replaces Exclusion b.(1), Breach
 Of Contract, in Paragraph 3. of SECTION I –
 COVERAGES COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY;
 and COVERAGE B. PERSONAL INJURY AND
 ADVERTISING INJURY LIABILITY.:
 - (1) Breach Of Contract
 - "Advertising injury" arising out of a breach of contract.
- The following replaces Exclusion b.(2), Quality
 Or Performance of Goods Failure To Conform To Statements, in Paragraph 3. of SECTION I COVERAGES COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:
 - (2) Quality Or Performance Of Goods Failure To Conform To Statements
 - "Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- 3. The following replaces Exclusion b.(3), Wrong Description Of Prices, in Paragraph 3. of SECTION I COVERAGES COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:
 - (3) Wrong Description Of Prices
 - "Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
- 4. The following replaces Exclusion h.(2), Material Published With Knowledge Of Falsity, in Paragraph 3. of SECTION I COVERAGES COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:

(2) Material Published With Knowledge Of Falsity

- "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.
- The following replaces Exclusion h.(3), Material Published Prior To Policy Period, in Paragraph
 of SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:
 - (3) Material Published Or Used Prior To Policy Period
 - (a) "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
 - (b) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.
- 6. The following replaces Exclusion h.(6), Insureds In Media And Internet Type Businesses, in Paragraph 3. of SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROP-ERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING IN-JURY LIABILITY.:
 - (6) Insureds In Media And Internet Type Businesses
 - "Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:
 - (a) Advertising, "broadcasting" or publishing;

- (b) Designing or determining content of websites for others: or
- (c) An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal iniurv".

For the purposes of this exclusion:

- (a) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (b) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.
- 7. The following is added to Paragraph h., "Personal Injury" Or "Advertising Injury", "Offenses", in Paragraph 3., EXCLUSIONS., of SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING **INJURY LIABILITY.:**

Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or vio-

lation of another's copyright, "title" or "slogan" in your "advertisement".

8. The following replaces the definition of "advertising injury" in SECTION V - DEFINI-TIONS.:

"Advertising injury":

- a. Means injury, other than "personal injury", caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness;
 - (b) Unreasonably places a person in a false light; or
 - (c) Discloses information about a person's private life; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
- **b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
- 9. The following replaces the definition of "personal injury" in **SECTION V - DEFINITIONS.**:

"Personal injury":

- Means injury, other than "advertising injury", caused by one or more of the following offenses arising out of your business:
 - (1) False arrest, detention or imprisonment:
 - (2) Malicious prosecution;

- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises:
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness;
 - **(b)** Unreasonably places a person in a false light; or
 - **(c)** Discloses information about a person's private life.
- **b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
- 10. The following is added to SECTION V DEFINITIONS.:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- **a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

"Broadcasting" means transmitting any audio or visual material for any purpose:

- a. By radio or television; or
- **b.** In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - **(3)** Advertising transmitted with any of such programming.

"Slogan":

- **a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- **b.** Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

"Title" means a name of a literary or artistic work.

CRISIS MANAGEMENT SERVICES EXPENSES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

 The following is added to SECTION I – COVER-AGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COV-ERAGE B. PERSONAL INJURY AND ADVER-TISING INJURY LIABILITY.:

Crisis Management Service Expenses

We will reimburse you, or pay on your behalf, "crisis management service expenses" incurred for a "crisis management event" that:

- First commences during the policy period; and
- (2) You report to us by telephone within 24 hours after it first commences.

The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**. A "crisis management event" will be deemed to first commence at the time when any of your "designated executive officers" first becomes aware of any "occurrence" or "offense" resulting in such "crisis management event".

The "retained limit" does not apply to "crisis management service expenses".

Any payment of "crisis management service expenses" that we make under this policy will not be determinative of our obligations under this policy with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

2. The following exclusion is added to Paragraph 3., EXCLUSIONS., of SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROP-ERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING IN-JURY LIABILITY.:

Crisis Management Service Expenses For Newly Acquired, Controlled Or Formed Organizations

"Crisis management service expenses" incurred for a "crisis management event" that involves any organization you newly acquire, control or form and that arises out of an "occurrence" that took place, or an "offense" that was committed, before you acquired, controlled or formed such organization, even though your "designated executive officer" first becomes aware of such "occurrence" or "offense" after you acquired, controlled or formed such organization.

3. The following is added to SECTION III – LIMITS OF INSURANCE.:

The Crisis Management Service Expenses Aggregate Limit is \$50,000. The Crisis Management Service Expenses Aggregate Limit is the most we will pay for "crisis management service expenses" arising out of all "crisis management events". Payment of any "crisis management service expenses" is in addition to, and will not reduce, any other Limits of Insurance under this policy.

4. The following is added to Paragraph 5., DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT., in SECTION IV – CONDITIONS.:

In addition to reporting a "crisis management event" to us by telephone within 24 hours after the "crisis management event" first commences, you must also provide written notice of such "crisis management event" to us as soon as practicable. Reporting and notice should include:

- **a.** How, when and where the "crisis management event" took place;
- b. The names and addresses of any injured persons and witnesses:
- c. The nature and location of any "bodily injury", "property damage", "personal injury" or "advertising injury" caused by the "occurrence" or "offense" out of which the "crisis management event" arises; and
- d. How the "crisis management event" has resulted, or may result, in damages, in excess of the "applicable underlying limit", because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and has resulted, or may result, in significant adverse regional or national media coverage.

If we determine that the crisis no longer exists and we have notified you of such determination,

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you must submit to us all "crisis management services expenses" within 180 days after the date of such notice. Expenses submitted after such 180-day period are not reimbursable.

The following is added to SECTION V – DEFINITIONS.:

"Crisis management event" means an event arising out of an "occurrence" or an "offense" that any of your "designated executive officers" reasonably determines has resulted, or may result, in:

- **a.** Damages, in excess of the "applicable underlying limit", because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies; and
- **b.** Significant adverse regional or national media coverage about you.

"Crisis management service expenses" means the reasonable and necessary expenses you incur, after a "crisis management event" first commences and before such event ends, to:

- Retain a public relations or crisis management consultant or firm; or
- **b.** Plan or implement your public relations campaign;

to mitigate the negative publicity generated from a "crisis management event".

A "crisis management event" will be deemed to end when we determine that the crisis no longer exists, or when the Crisis Management Service Expenses Limit has been exhausted, whichever is earlier.

"Designated executive officer" means:

- a. Chief Executive Officer:
- **b.** Chief Operating Officer;
- c. Chief Financial Officer;
- d. President;
- e. General Counsel:
- f. Any person acting in the same capacity as any position listed in Paragraph a. through e. above:
- g. Any of your lawfully elected or appointed officials, executive officers, directors, trustees or commissioners, or your risk manager or any leader of your risk management or other department that is responsible for insurance matters, if you are a public entity or a college or school; or
- h. Any of your lawfully elected or appointed officials, executive officers or directors, or your risk manager or any leader of your risk management or other department that is responsible for insurance matters, if you are an "Indian Tribe".

"Indian tribe" means a tribe, band, pueblo, village or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

- a. The United States of America; or
- **b.** Any state in the United States of America.

AMENDMENT OF COVERAGE — NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The second paragraph of this insurance is replaced by:

Throughout this insurance the words "you" and "your" refer to the Named Insured shown in the Declarations and any subsidiary thereof. The words "we", "us" and "our" refer to the Company providing this insurance.

EMPLOYEE BENEFITS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

- 1. This insurance applies to damages due to any negligent act, error or omission by you or any person for whose acts you are legally responsible in the administration or management of public employee benefits or private employee benefits, but, only if you have a policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARA-TIONS of this insurance, or any renewal or replacement thereof, which provides coverage for such damages or would provide coverage for such damages but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DEC-LARATIONS of this insurance.
- 2. With respect to the insurance provided in 1. above, SECTION III LIMITS OF INSURANCE is amended as follows:
 - a. Subject to all the provisions of SECTION III
 LIMITS OF INSURANCE of the Umbrella policy, the following also applies:
 - (1) As respects the insurance provided by this endorsement, the Limit of Insurance shown in the Declarations and the rules

below fix the most we will pay regardless of the number of:

- (a) insureds; or
- (b) claims made or "suits" brought.
- (2) The General Aggregate Limit shown in the Umbrella policy Declarations also applies to this insurance and is the most we will pay for all damages:
 - (a) under this insurance and Coverage A and Coverage B, except:
 - (i) damages because of injury and damage included in the "products-completed operations hazard"; and
 - (ii) damages because of injury and damage included in the "auto hazard".
 - **(b)** due to negligent acts, errors or omissions.
- (3) Subject to (2) above the any one occurrence limit shown in the Umbrella policy Declarations is the most we will pay for all damages to any one employee including dependents and beneficiaries.

REASONABLE FORCE — BODILY INJURY OR PROPERTY DAMAGE

This endorsement modifies coverage under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

Exclusion 3.a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY (SECTION I — COVERAGES is deleted and replaced by the following:

(This insurance does not apply to:)

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

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

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

- sessed, 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.
- 2. As used in this endorsement:

"Hazardous properties" include 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 pluto-

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- nium, (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 selfsupporting chain reaction or to contain a critical mass of fissionable material;
- "Property damage" includes all forms of radioactive contamination of property.

WAR EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to Paragraph 3., EXCLUSIONS of SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:

3. Exclusions

This insurance does not apply to:

War

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising, directly or indirectly, out of:

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

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

EXCLUSION — ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the injury or damage is caused or contributed to by the hazardous properties of asbestos. This includes:

- **a.** Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- **b.** Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

EXCLUSION – UNSOLICITED COMMUNICATION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

 The following exclusion is added to Paragraph 3., EXCLUSIONS., of SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROP-ERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING IN-JURY LIABILITY.:

Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any ac-

tual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

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

"Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

EXCLUSION – DISCRIMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to Paragraph 3., EXCLUSIONS., of SECTION I — COVERAGES — COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:

Discrimination

"Bodily injury" or "personal injury" resulting from or as a consequence of discrimination, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

EXCLUSION – VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

 The following exclusion is added to Paragraph 3., EXCLUSIONS., of SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROP-ERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING IN-JURY LIABILITY.:

Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

2. The following is added to SECTION V – DEFINITIONS:

"Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment, or for the purpose of conducting a business transaction:

- **a.** Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account.
- **b.** Information bearing on a person's credit worthiness, credit standing or credit capacity.
- **c.** Social security number.
- d. Drivers license number.
- e. Birth date.

"Consumer financial protection law" means:

- **a.** The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);
- **b.** California's Song-Beverly Credit Card Act and any of its amendments; or
- c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

WISCONSIN MANDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

- SECTION IV CONDITIONS, Part 3.b. of the CANCELLATION Condition is deleted and replaced by the following:
 - **b.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph **g.** below, we may cancel this policy only for one or more of the following reasons:

- (1) The policy was obtained by material misrepresentation;
- (2) There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;
- (3) There have been substantial breaches of contractual duties, conditions or warranties; or
- (4) Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

 Part 3., CANCELLATION in SECTION IV – CONDITIONS is amended by adding the following:

g. ANNIVERSARY CANCELLATION

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary

date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

3. The CHANGES Condition in SECTION IV – CONDITIONS is amended by adding the following:

If one of our agents knows of a fact that breaches a condition of this insurance, we will be considered to have knowledge of this same fact if:

- The agent knows of this fact at the time the insurance is issued or an application is made; or
- **b.** The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this insurance and is known to the agent prior to loss shall not void the insurance or prevent a recovery in the event of loss.

4. If a suit is brought in Wisconsin, the LEGAL ACTION AGAINST US Condition in SECTION IV – CONDITIONS is deleted and replaced by the following:

A person or organization may sue us directly to recover damages allegedly caused by you or join us as a defendant in a suit brought against you for damages, if the accident, injury or negligence occurred in Wisconsin. But we will not be liable for damages that are in excess of the Limit of Insurance or contained within the "retained limit".

5. The OUR RIGHT TO RECOVER FROM OTHERS Condition in SECTION IV – CONDITIONS is amended by the following:

In the event of any payment under this policy, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

6. The **REPRESENTATION** Condition in **SECTION IV – CONDITIONS** is amended by adding the following:

No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this insurance affects our obligation under this insurance unless:

- **a.** We rely on it and it is either material or made with intent to deceive; or
- **b.** The facts misrepresented or falsely warranted contribute to the loss.

No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this insurance unless such failure or breach:

- a. Exists at the time of the loss; and
- **b.** Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium.

7. The following Conditions are added to SECTION IV – CONDITIONS and supersede any other provisions to the contrary:

WHEN WE DO NOT RENEW

a. If we elect to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

- (1) You have insured elsewhere;
- **(2)** You have accepted replacement coverage;
- (3) You have requested or agreed to nonrenewal of this policy; or
- **(4)** This policy is expressly designated as nonrenewable.

- b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.
- **c.** If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:
 - (1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and
 - (2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

ANNIVERSARY ALTERATION

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60 day period, in accordance with Part 3., CANCELLATION Condition. If the first Named Insured elects to cancel the policy during the 60 day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

RENEWAL WITH ALTERED TERMS

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60 day period, in accordance with Part 3., CANCELLATION Condition. If the first Named Insured elects to cancel the renewal policy during the 60 day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

- a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
- b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

CONFORMITY TO STATUTE OR RULE

Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. § 227.11(2) and published in the Wisconsin Administrative Code.

INTERLINE ENDORSEMENTS

INTERLINE ENDORSEMENTS

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies to the insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CYBERFIRST LIABILITY COVERAGE

ELECTRONIC MANUFACTURERS AND COMPUTER SERVICES ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

ENVIRONMENTAL HAZARD POLICY

EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

LAW ENFORCEMENT LIABILITY COVERAGE PART

LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

 ${\tt MEDFIRST\ PRODUCTS/COMPLETED\ OPERATIONS,\ ERRORS\ AND\ OMISSIONS,\ AND\ }$

INFORMATION SECURITY LIABILITY COVERAGE FORM

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SELF-INSURED EXCESS LIQUOR LIABILITY COVERAGE FORM

SELF-INSURED EXCESS EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

SELF-INSURED EXCESS PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE

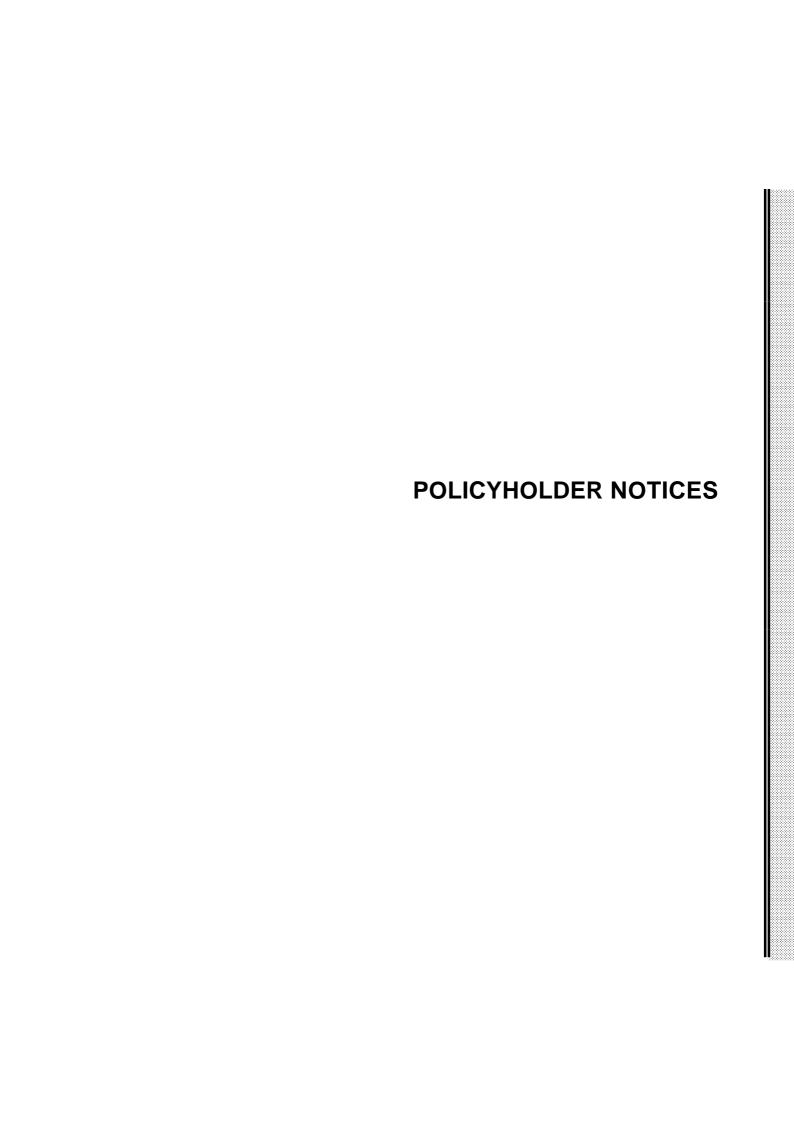
PROVISIONS

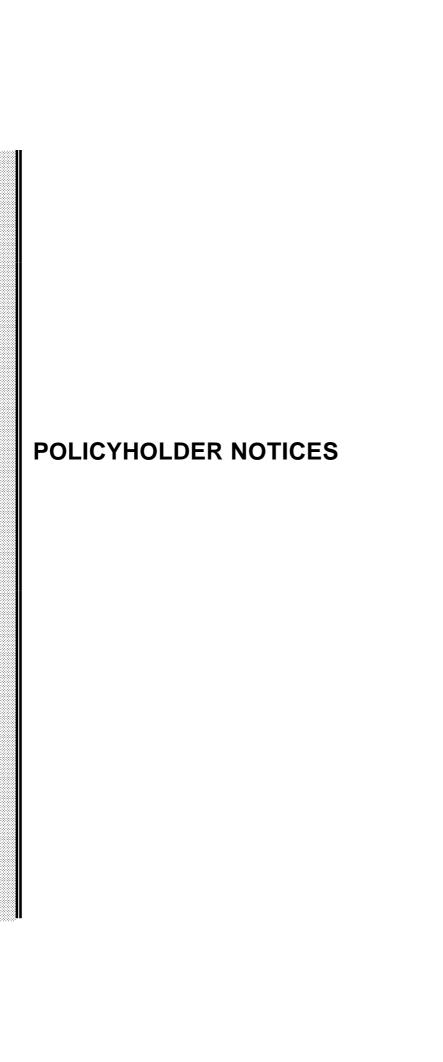
On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(I) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State 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.

The Federal Government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses for each Coverage Part is included in the Coverage Part premium. The charge that has been included for each Coverage Part is indicated below, and does not include any charge for the portion of losses covered by the Federal Government under the Act.

• 1% of each applicable Commercial Liability Coverage premium.





IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

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IMPORTANT NOTICE - COMPLAINTS - WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

The Travelers Companies, Inc. 385 Washington Street St. Paul, Minnesota 55102-1396 (800) 328-2189 www.Travelers.com

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance Information and Complaints Section P.O. Box 7873 Madison, Wisconsin 53707-7873

or you can call 1-800-236-8517 outside of Madison or (608) 266-0103 in Madison and request a complaint form.

You can also visit the Web site www.oci.wi.gov to obtain a complaint form electronically.

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