



National Casualty Company

Scottsdale Indemnity Company

SCOTTSDALE
SURPLUS LINES INSURANCE COMPANY

NOTICE TO POLICYHOLDERS RESTRICTIONS OF COVERAGE

This notice has been prepared in conjunction with the implementation of changes to your policy on the following forms. It contains a brief synopsis of any significant restrictions and clarifications of coverage that were made in each policy form and endorsement.

Please read your policy, and the endorsements attached to your policy, carefully.

CU 21 27—Fungi or Bacteria Exclusion (Commercial Liability Umbrella)

When this endorsement is attached to your policy:

- Coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is clarified to exclude personal and advertising injury arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

XL(H,I,S)-1503—Fungi or Bacteria Exclusion (Excess Liability)

When this endorsement is attached to your policy:


- Coverage is restricted to exclude injury or damages arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.



Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.


Secretary


President

The information contained herein replaces any similar information contained elsewhere in the policy.



**Scottsdale Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Surplus Lines Insurance Company**

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with a Nationwide® insurance company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact us 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our website at www.nationwideexcessandsurplus.com.

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM

Call **1-800-423-7675** or visit our website at www.nationwideexcessandsurplus.com.

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/accident
- Details of the loss/accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

Please refer to your policy for specific claim reporting requirements.

DECLARATIONS

COMMERCIAL EXCESS LIABILITY POLICY

XLS0113575
Renewal of Number



SCOTTSDALE INSURANCE COMPANY®

Policy Number

XLS0119276

Home Office:
One Nationwide Plaza Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive Scottsdale, Arizona 85258
1-800-423-7675
A STOCK COMPANY

ITEM 1. NAMED INSURED AND MAILING ADDRESS:

FIREGUARD, INC.;
(SEE SCHEDULE OF NAMED INSURED)
4404 S 76TH CIRCLE
OMAHA NE 68127

AGENT NAME AND ADDRESS:

RT SPECIALTY LLC
12404 PARK CENTRAL DR. STE 380
DALLAS TX 75251

Agent No. 427AH Program No. NONE

ITEM 2. POLICY PERIOD

From: 05-01-2021

To: 05-01-2022

12:01 A.M. Standard Time at your mailing address.

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

ITEM 3. THE NAMED INSURED IS: ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other

ITEM 4. LIMIT OF INSURANCE:

A. Each Occurrence

\$ 6,000,000

B. Aggregate

\$ 6,000,000

ITEM 5. SCHEDULE OF CONTROLLING UNDERLYING INSURANCE:

See Schedule of Controlling Underlying Insurance

ITEM 6. PREMIUM COMPUTATION:

Flat Premium

\$ 42,993

Subject to Adjustment:

Estimated Deposit Premium

\$ _____

Estimated Exposure Base:

Rate: _____ Per: _____

Policy Minimum Premium

\$ _____

Audit Period:



Annual



Other:

WAIVED

ITEM 7. ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION:

See Schedule of Forms and Endorsements

This policy is issued by a non-admitted insurer, and in the event of the insolvency of such insurer, this policy will not be covered by the Nebraska Property and Liability Insurance Guaranty Association

RSG Specialty, LLC

Nebraska License # 100187854

180 N. Stetson Avenue, Suite 4600

Chicago, IL 60601

THIS COMMERCIAL EXCESS LIABILITY DECLARATIONS WITH THE COVERAGE FORM AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF NAMED INSUREDS

Policy No. XLS0119276

Effective Date: 05-01-21

12:01 A.M., Standard Time

Named Insured **FIREGUARD, INC.;**

Agent No. 427AH

FIREGUARD, INC.;

SORENSEN INVESTMENT LLC;

4404 LEASING INC;

JACOBSEN FIRE EQUIPMENT LLC;

MOUNTAIN MONKEY MANAGEMENT INC



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. XLS0119276

Effective Date: 05-01-21

12:01 A.M., Standard Time

Named Insured FIREGUARD, INC.;

Agent No. 427AH

UMBRELLA/EXCESS FORMS AND ENDORSEMENTS

NOTX0146CW	04-16	NOTICE TO POLICYHOLDERS
UTS-COVPG	06-19	COVER PAGE
NOTX0178CW	03-16	CLAIM REPORTING INFORMATION
XLS-D-1	11-08	EXCESS LIABILITY DECLARATION
UTS-SP-1	08-96	SCHEDULE OF NAMED INSURED
UTS-SP-2L	12-95	SCHEDULE OF FORMS AND ENDORSEMENTS
XLS-SP-1	03-19	SCHEDULE OF UNDERLYING INS. EXCESS LIAB.
XLS-SP-2	11-08	SUPPLEMENTARY SCHEDULE OF UNDERLYING INS
UXS-3011	09-11	NOTICE OF CANC-CERTIFICATE HOLDERS OR AI
XLS-2476	05-19	MARIJUANA/CANNABIS LIABILITY EXCLUSION
XLS-2519	08-17	SPECIFIED PROJECT EXCLUSION
CX 00 01	04-13	COMM EXCESS LIAB COVG FORM
CX 21 01	09-08	NUCLEAR ENERGY LIAB EXCL BROAD FM
CX 21 04	04-13	TOTAL POLL EXCL W/BLDG HTG COOL & DEHUM
CX 21 13	04-13	EXCLUSION - FUNGI OR BACTERIA
CX 21 33	01-15	EXCL CERTIFIED ACTS OF TERRORISM
CX 21 43	05-14	EXCLUSION-ACCESS/DISCL OF PERSONAL INFO
XLS-0270	05-15	CARE, CUSTODY, OR CONTROL EXCL
XLS-0530	05-15	EMPLOYEES' RET INCOME SECURITY ACT EXCL
XLS-0795	11-08	KNOWN INJURY OR DAMAGE EXCLUSION
XLS-1502	11-08	WAR LIABILITY EXCLUSION
XLS-2318	11-08	VIOLATION OF STATUTES THAT GOVERN E-MAIL
XLS-2322	11-08	UNDERLYING SUBLIMIT COVERAGE EXCLUSION
XLS-2341	11-08	SILICA OR SILICA RELATED DUST EXCLUSION
XLS-2353	04-10	OTHER INSURANCE CONDITION AMENDED
XLS-2354	01-14	DESG CONST PROJ(S) AGG LIMIT
UTS-119G	06-14	MINIMUM EARNED CANCELLATION PREMIUM
UTS-9G	06-20	SERVICE OF SUIT CLAUSE
UTS-180G	10-08	COMMUNICABLE DISEASE EXCLUSION

Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A Stock Company

COMMERCIAL EXCESS LIABILITY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy No.: XLS0119276 Effective Date: 05/01/2021
12:01 A.M. Standard Time
Named Insured: FIREGUARD, INC.; SORENSEN INVESTMENT Agent No.: 427AH

INSURER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE	APPLICABLE LIMITS
Insurer's Name SCOTTSDALE INSURANCE COMPANY Policy Number ON FILE WITH COMPANY Policy Period <u>05/01/2021</u> to <u>05/01/2022</u> * General Aggregate Applies	General Liability	\$ <u>1,000,000</u> Each Occurrence \$ <u>1,000,000</u> Personal and Advertising Injury \$ <u>2,000,000</u> General Aggregate (other than products/ completed operations) *PER PROJECT \$ <u>2,000,000</u> Products/Completed Operations Aggregate <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-made
	Commercial Auto Liability	Bodily Injury and Property Damage Limit \$ <u>1,000,000</u> Each Accident
Insurer's Name NOT APPLICABLE Policy Number Policy Period _____ to _____	Auto Dealers Liability	\$ _____ Covered Autos Liability Each Accident \$ _____ General Liability Bodily Injury And Property Damage Liability Each Accident \$ _____ Personal and Advertising Injury Any One Person or Organization \$ _____ Products and Work You Performed Aggregate \$ _____ General Liability Aggregate \$ _____ Acts, Errors or Omissions Liability Aggregate

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**COMMERCIAL EXCESS LIABILITY
SCHEDULE OF CONTROLLING UNDERLYING INSURANCE (continued)**

Policy No.: XLS0119276 Effective Date: 05/01/2021
12:01 A.M. Standard Time
Named Insured: FIREGUARD, INC.; SORENSEN INVESTMENT Agent No.: 427AH

INSURER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE	APPLICABLE LIMITS
	Employer's Liability	Bodily Injury Limit
Insurer's Name EMC INSURANCE CO		\$ <u>1,000,000</u> Each Accident (by accident) **
Policy Number ON FILE WITH COMPANY		\$ <u>1,000,000</u> Policy Limit (by disease) **
Policy Period <u>05/01/2021</u> to <u>05/01/2022</u>		\$ <u>1,000,000</u> Each employee (by disease) **
		** or unlimited in states where benefits are unlimited.



SCOTTSDALE INSURANCE COMPANY®

**COMMERCIAL EXCESS LIABILITY
SUPPLEMENTARY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE**

Policy No.: XLS0119276

Effective Date: 05-01-21
12:01 A.M. Standard Time

Named Insured: FIREGUARD, INC.;

Agent No.: 427AH

Type of Coverage: EMPLOYEE BENEFITS LIABILITY

RETRO DATE: 05/01/2007

Applicable Limits:

\$1,000,000 EACH CLAIM

\$1,000,000 AGGREGATE

Insurer:

SCOTTSDALE INSURANCE COMPANY

Policy Number: ON FILE WITH COMPANY

Policy Period: 05/01/21 to 05/01/22

☐ Occurrence

☒ Claims-made

Type of Coverage: ERRORS AND OMISSIONS LIABILITY

Applicable Limits:

\$1,000,000 EACH CLAIM

\$1,000,000 AGGREGATE

Insurer:

SCOTTSDALE INSURANCE COMPANY

Policy Number: ON FILE WITH COMPANY

Policy Period: 05/01/21 to 05/01/22

☒ Occurrence

☐ Claims-made

Type of Coverage:

Applicable Limits:

Insurer:

NOT APPLICABLE

Policy Number:

Policy Period: _____ to _____

☐ Occurrence

☐ Claims-made

Type of Coverage:

Applicable Limits:

Insurer:

NOT APPLICABLE

Policy Number:

Policy Period: _____ to _____

☐ Occurrence

☐ Claims-made



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT
NO. _____

Attached to and forming a part of

Policy No. XLS0119276

Named Insured FIREGUARD, INC.;

Endorsement Effective Date 05-01-21
12:01 A.M., Standard Time

Agent No. 427AH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION—CERTIFICATE HOLDERS OR
ADDITIONAL INSURED**

The following Conditions are added:

1. If this policy is cancelled, we will endeavor to give thirty (30) or _____ days written notice of such cancellation to the person(s) or organization(s) described in the Schedule below. Such notice may be provided before or after the effective date of cancellation. The notice will state the effective date of cancellation. However, such notice of cancellation is solely for the purpose of informing person(s) or organization(s) described in the Schedule below of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.
2. Failure to give notice in accordance with the terms of this endorsement does not:
 - a. Alter the effective date of policy cancellation;
 - b. Render such cancellation ineffective;
 - c. Grant, alter, or extend any rights or obligations under this policy; or
 - d. Extend the insurance beyond the effective date of cancellation.

SCHEDULE

Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE "OCCURRENCE" TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY

AUTHORIZED REPRESENTATIVE

DATE

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT
NO. _____

Attached to and forming a part of

Policy No. XLS0119276

Named Insured FIREGUARD, INC.; SORENSEN

Endorsement Effective Date 05-01-2021

12:01 A.M., Standard Time

Agent No. 427AH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARIJUANA/CANNABIS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

State(s):

(If no entry appears above, this endorsement will be applicable in all states.)

1. This insurance does not apply to "injury or damage" arising out of the sale, consumption, use, or the exposure to the consumption or use of:
 - a. "Marijuana";
 - b. "Edible marijuana-infused product";
 - c. "Marijuana-infused product";
 - d. "Cannabis";
 - e. "Cannabis containing product"; or
 - f. Any material, substance or item containing tetrahydrocannabinol (THC).
2. This exclusion applies only if you are in the business of:
 - a. Growing or cultivating;
 - b. Acquiring;
 - c. Processing;
 - d. Dispensing;
 - e. Manufacturing;
 - f. Distributing;
 - g. Delivering;

- h.** Selling;
- i.** Serving; or
- j.** Furnishing;

“marijuana,” “edible marijuana-infused products,” “marijuana-infused products,” “cannabis” or “cannabis containing products” or any material, substance or item containing tetrahydrocannabinol (THC).

3. This exclusion does not apply to:

- a.** Hemp, hemp containing products or products derived from hemp; or
- b.** Cannabidiol (CBD) oils or extracts;

that contain trace amounts of 0.3% or less of tetrahydrocannabinol (THC).

4. For the purposes of this exclusion, permitting, authorizing or otherwise condoning a person to bring “marijuana” or “cannabis containing products” on your premises for consumption on your premises is not by itself considered to be in the business of serving or furnishing “marijuana” or “cannabis containing products.”

5. For purposes of this endorsement, the following definitions apply:

- a.** “Cannabis” means the following substances under whatever names they may be designated: the resin extracted from any part of a plant of the genus cannabis, and every compound, manufacture, salt, derivative, mixture or preparation of such plant, its seeds or its resin.
- b.** “Cannabis containing product” means a product containing “cannabis” that is intended for use or consumption, including, but not limited to edible products, ointments, aerosols, oils, and tinctures.
- c.** “Edible marijuana-infused product” means a “marijuana-infused product” that is to be consumed by eating or drinking.
- d.** “Marijuana” means all parts of the plant Cannabis sativa L., Cannabis indica or Cannabis ruderalis whether growing or not, including its seeds and resin extracted from any part of a plant and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term also includes “marijuana-infused product(s).”
- e.** “Marijuana-infused product” means a product infused with marijuana, including, but not limited to ointments, aerosols, oils, tinctures and edible products.

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. XLS0119276

Named Insured FIREGUARD, INC.; SORENSEN

Endorsement Effective Date 05-01-2021

12:01 A.M., Standard Time

Agent No. 427AH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED PROJECT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to damages because of "injury or damage" arising out of, related to, caused by, or associated with, in whole or part, any projects where a site specific policy has been purchased by the Named Insured to provide coverage specifically for work at a designated project location. This exclusion applies regardless of whether:

1. The limits are sufficient under that policy; or
2. The coverage provided by that policy has the same terms, conditions or exclusions as this policy.

We shall have no duty or obligation to investigate and/or defend any loss, claim or suit excluded by this endorsement.

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

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

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

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

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

SECTION I – COVERAGES

1. Insuring Agreement

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

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

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

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

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

But:

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

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

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

2. Exclusions

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

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

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

b. Auto

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

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

c. Pollution

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

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

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

d. Workers' Compensation And Similar Laws

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

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or suits brought, or number of vehicles involved;
- c. Persons or organizations making claims or bringing suits; or
- d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

- a. This insurance only applies in excess of the "retained limit".
- b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

- c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
- d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

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

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

SECTION III – CONDITIONS

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

1. Appeals

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

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Controlling Underlying Insurer

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

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

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

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

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

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

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

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

- c. You and any other insured involved must:

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

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

4. First Named Insured Duties

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

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

5. Cancellation

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

6. Changes

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

7. Maintenance Of/Changes To Controlling Underlying Insurance

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

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

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

8. Other Insurance

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

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

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

10. Loss Payable

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

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

11. Legal Action Against Us

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

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

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

12. Transfer Of Defense

a. Defense Transferred To Us

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

b. Defense Transferred By Us

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

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

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

13. When We Do Not Renew

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

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

SECTION IV – DEFINITIONS

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.,
Exclusions:

2. Exclusions

NUCLEAR ENERGY LIABILITY

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

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

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

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

c. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Exclusion **c.** under Paragraph **2. Exclusions** of **Section I – Coverages** is replaced by the following:

Insurance provided under this Coverage Part does not apply to:

2. Exclusions

c. Pollution

- (1) "Injury or damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

Paragraph **c.(1)** does not apply to:

- (a) "Injury or damage" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Injury or damage" arising out of heat, smoke or fumes from a hostile fire unless that hostile fire occurred or originated:
- (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, pollutants.

For the purposes of this insurance, hostile fire means one that becomes uncontrollable or breaks out from where it is intended to be.

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FUNGI OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

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

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Fungi Or Bacteria

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

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

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

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

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EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

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

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

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

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

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EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Controlling Underlying Insurance:

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

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

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Injury or damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

However, this exclusion does not apply to coverage for "injury or damage" provided under any "controlling underlying insurance" listed in the Schedule above.



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12:01 A.M., Standard Time

Agent No. 427AH

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CARE, CUSTODY OR CONTROL EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **SECTION I—COVERAGES**, paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

Care, Custody Or Control

Any "injury or damage" for property damage to any property:

1. You own, rent, lease, occupy or use;
2. In your care, custody or control; or
3. As to which you are for any purpose exercising physical control.

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**EMPLOYEES' RETIREMENT INCOME SECURITY ACT EXCLUSION
(E.R.I.S.A.)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **SECTION I—COVERAGES**, paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

Employees' Retirement Income Security Act

Any obligation of the insured under the Employees' Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto or any similar federal, state or local statute.



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KNOWN INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions:**

Insurance provided under this Coverage Part does not apply to:

Known Injury Or Damage

"Injury or damage" arising out of an occurrence, offense or accident which was known to any insured prior to the policy period.

For the purposes of this exclusion, "injury or damage" is known if, prior to the policy period, any insured authorized by you to give or receive notice of an occurrence, offense or accident knew that the "injury or damage" had occurred, in whole or in part.

If such insured knew, prior to the policy period that the "injury or damage" occurred, then any continuation, change or resumption of such "injury or damage" during or after the policy period will be deemed to have been known prior to the policy period.

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WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions:**

Insurance provided under this Coverage Part does not apply to:

War Liability

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

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

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**VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER
METHODS OF SENDING MATERIAL OR INFORMATION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions:**

Insurance provided under this Coverage Part does not apply to:

Violation Of Statutes

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

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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UNDERLYING SUBLIMIT COVERAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions:**

Insurance provided under this Coverage Part does not apply to:

Underlying Sublimit(s)

An "event" covered in the "controlling underlying insurance" unless the "controlling underlying insurance" limit for "injury or damage" is at least equal to the Applicable Limits as shown on the Schedule Of Controlling Underlying Insurance.

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SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Insurance provided under this Coverage Part does not apply to:

Silica Or Silica-Related Dust

- a. "Injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related

dust," by any insured or by any other person or entity.

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

With respect to this endorsement, the following definitions apply:

"Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

"Silica-related dust" means a mixture or combination of silica and other dust or particles.

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OTHER INSURANCE CONDITION AMENDED

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Under **SECTION III—CONDITIONS**, paragraph 8. **Other Insurance** is replaced by the following but only with respect to the Person Or Organization and Project designated in the Schedule below:

8. Other Insurance

- a. This insurance is excess over and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However, this condition does not apply to the Person Or Organization and Project listed in the Schedule below to the extent that valid "controlling underlying insurance" is provided on a primary and non contributory basis for written contracts, but only with respect to liability because of "injury or damage" caused, in whole or in part, by:

- (1) Your ongoing operations;
- (2) "Your work;" or
- (3) Premises owned by or rented to you.

This insurance will apply on an excess basis for "injury or damage" arising out of the sole negligence of the Person Or Organization designated in the Schedule below.

This Condition will not apply to any insurance specifically written as excess over this Coverage Part.

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

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

SCHEDULE

Person Or Organization:

ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT

Project:

ALL PROJECTS OF THE INSURED, BUT ONLY TO THE EXTENT THAT
VALID 'CONTROLLING UNDERLYING INSURANCE' IS PROVIDED ON A
PRIMARY AND NONCONTRIBUTORY BASIS WHERE REQUIRED BY WRITTEN
CONTRACT

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DESIGNATED CONSTRUCTION PROJECT(S) AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

SCHEDULE

Designated Construction Project(s):

ALL PROJECTS

A. To the extent that such coverage applies to the "controlling underlying insurance," the coverage provided by this endorsement applies only to "injury or damage" that can be attributed only to ongoing operations at the Designated Construction Project shown in the Schedule above:

1. A separate Designated Construction Project Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the Aggregate Limit of Insurance shown in the Declarations.

However, the most we will pay under the insurance provided by this endorsement for all Designated Construction Projects shown in the Schedule above is \$5,000,000, unless otherwise stated below:

\$10,000,000

2. The Designated Construction Project Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" covered under this Coverage Part regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any "controlling underlying insurance."
3. Any payments made for "injury or damage" shall reduce the Designated Construction Project Aggregate Limit for that designated construction project. Such payment shall not reduce the Aggregate Limit of Insurance shown in the Declarations nor shall they reduce any other Designated Construction Project Aggregate Limit for any other designated construction project shown in the Schedule above.

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4. The Each Occurrence Limit of Insurance shown in the Declarations continues to apply. However, instead of being subject to the Aggregate Limit of Insurance shown in the Declarations, such limit will be subject to the applicable Designated Construction Project Aggregate Limit.
- B. This insurance only applies in excess of the "retained limit."
- C. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.
- D. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

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Agent No. 427AH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED CANCELLATION PREMIUM

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than 25% of the original premium.

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Endorsement Effective Date 05-01-21

Policy No. XLS0119276

12:01 A.M., Standard Time

Named Insured FIREGUARD, INC.;

Agent No. 427AH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of company's right to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The person named below is authorized and directed to accept service of process on behalf of the Company:

DIRECTOR OF INSURANCE

P.O. BOX 82089

LINCOLN, NE 68501-0000

Having accepted service of process on behalf of the Company, the person designated above is authorized to mail the process or a true copy to:

RECIPIENT NOT REQUIRED

/

AUTHORIZED REPRESENTATIVE

DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS0119276	05-01-21	FIREGUARD, INC.;	427AH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This insurance does not apply to “bodily injury,” “property damage,” “personal and advertising injury,” error or omission, or other damages arising out of the actual or alleged transmission of or exposure to a “communicable disease,” illness or condition related to any “communicable disease.”

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

- a. Act or failure to act by any insured;
- b. Supervising, hiring, employing, training or monitoring of others or care of animals that may be infected with and spread a “communicable disease”;
- c. Testing for a “communicable disease”;
- d. Failure to prevent the spread of the disease; or
- e. Failure to report the disease to authorities as required by local, state or federal law, statute or regulation.

For purposes of this endorsement, the following definition applies:

“Communicable disease” means any infectious and/or contagious disease, including but not limited to, diseases caused by bacteria, fungi, protozoa, viruses, or any combination of the foregoing.

AUTHORIZED REPRESENTATIVE

DATE