

EXCESS LIABILITY DECLARATIONS

Starr Surplus Lines Insurance Company

Chicago, IL
Administrative Office: 399 Park Avenue, 8th Floor, New York, NY 10022

POLICY NUMBER: 1000010467

RENEWAL OF: NEW

PRODUCER NAME: R T Specialty, LLC

ADDRESS: 1100 Walnut Street, Ste 3200
Kansas City, MO 64106

**NO FLAT
CANCELLATIONS**

ITEM 1. NAMED INSURED: Quaker Window Products Co.

ADDRESS: P.O. Box 128
Freeburg, MO 65035

ITEM 2. POLICY PERIOD: FROM 04/01/2014 **TO** 04/01/2015
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE.

ITEM 3. COVERAGE: Commercial Excess Liability

ITEM 4. LIMITS OF INSURANCE:

The Limits of Insurance, subject to all the terms of this Policy, are:

- A. \$10,000,000 Each Occurrence
B. \$10,000,000 Other Aggregate(s), Where Applicable
C. \$10,000,000 Products-Completed Operations Aggregate

ITEM 5. "UNDERLYING INSURANCE"

A. First Underlying Insurance Policy(ies)

Insurer

Policy No.

Policy Period

See attached Schedule of Underlying Insurance

B. Additional Underlying Insurance Policy(ies)

Insurer

Policy No.

Policy Period

ITEM 6. POLICY PREMIUM:

Advance Premium
\$66,900

Minimum Premium
\$16,725

Minimum Earned Premium
N/A

Estimated Exposure
N/A

Rate Per
N/A

Audit Period
N/A

ITEM 7. NOTICES

In the event of an accident, occurrence, wrongful act, claim or suit, that is reasonably likely to involve this Policy, send all pertinent facts to:

Send all Excess Casualty Loss Notices to:

FARA
1625 West Causeway Approach
Mandeville, LA 70471

claimopening@fara.com

FAX: (866) 69 -36 1

After hours emergency service call:
(800) 666-3439

ITEM 8. ENDORSEMENTS ATTACHED:

Title	Form Number
Excess Liability Declarations	SL 101 D 10 08
Policy Changes	SL 103 10 08
Excess Liability Policy Schedule Of Underlying Insurance	SL 102 10 08
Excess Liability Policy Form	SL 100 10 08
Defense Condition Amendment	SL 143 10 08
Missouri Changes - Cancellation And Nonrenewal	SL 301 MO 10 08
Missouri Changes - Pollution Exclusion	SL 315 MO 10 08
Missouri Changes - Guaranty Association	SL 323 MO 10 08
Auto Coverage - Exclusion Of Terrorism	SL 341 10 08
Exclusion Of Terrorism	SL 346 10 08
Issuance Of Commercial Excess Liability Policy Prior To Receipt Of controlling Underlying Policy	SL 374 06 11
Service of Suit Endorsement (All States Except CA, IL, DE)	SL 704 08 10
Starr Companies Excess Liability Program Claim Reporting Form	SL CLAIMS NOTICE

The foregoing discloses all hazards insured hereunder known to exist at the inception date of this Policy, unless otherwise stated herein by endorsement on this Policy.

COUNTERSIGNED _____
04/30/2014
DATE

BY  _____
AUTHORIZED REPRESENTATIVE



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

POLICY NUMBER: 1000010467

EXCESS LIABILITY POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY FORM

Effective Date of Change: 04/01/2014

Change Endorsement No.: N/A

Named Insured: Quaker Window Products Co.

The following item(s):

<input type="checkbox"/> Insured's Name	<input type="checkbox"/> Insured's Mailing Address
<input type="checkbox"/> Policy Number	<input type="checkbox"/> Company
<input type="checkbox"/> Effective/Expiration Date	<input type="checkbox"/> Insured's Legal Status/Business Of Insured
<input type="checkbox"/> Payment Plan	<input type="checkbox"/> Premium Determination
<input type="checkbox"/> Additional Interested Parties:	<input checked="" type="checkbox"/> Coverage Forms And Endorsements
<input type="checkbox"/> Limits/Exposures	<input type="checkbox"/> Deductibles
<input type="checkbox"/> Covered Property/Located Description	<input type="checkbox"/> Classification/Class Codes
<input type="checkbox"/> Rates	<input type="checkbox"/> Underlying Insurance

is (are) changed to read **{See Additional Page(s)}**:


The above amendments result in a change in the premium as follows:



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

<input checked="checked" type="checkbox"/>	NO CHANGES	<input type="checkbox"/>	TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM
				\$	\$

Endorsement Effective: 04/01/2014	Countersigned By:
	
Named Insured: Quaker Window Products Co.	(Authorized Representative)

POLICY CHANGES ENDORSEMENT DESCRIPTION
<p>SECTION IV. CONDITIONS E. "Coverage Territory" is deleted in its entirety and replaced by the following:</p> <p>E. Coverage Territory</p> <p>Coverage Territory shall be defined by the First Underlying Insurance Policy(ies) shown in ITEM 5.A. of the Declarations with the exception of any country which is subject to trade or other economic sanction or embargo by the United States of America.</p> <p>Payments under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").</p>

Signed for STARR SURPLUS LINES INSURANCE COMPANY



Charles H. Dangelo, President



Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

Excess Liability Policy Schedule of Underlying Insurance

Policy Number: 1000010467	Effective Date: 04/01/2014 at 12:01 A.M.
Named Insured: Quaker Window Products Co.	Issuing Company: Starr Surplus Lines Insurance Company

The Declarations, Schedule(s), and all terms and conditions complete this insurance Policy.

Type of Policy or Coverage and Insurer, Policy Number and Policy Period		Limits of Insurance	
A. First Underlying Insurance Policy(ies)			
Carrier:	Colony Insurance Co.	Limits:	Each Occurrence Limit General Aggregate Limit Products/Comp. Ops. Aggregate Limit
Policy No.:	103 GL 0003174-00		
Coverage:	GENERAL LIABILITY		
Policy Period:	04/01/2014 to 04/01/2015	\$1,000,000	
		\$2,000,000	
		\$2,000,000	
Coverage:	EMPLOYEE BENEFITS LIABILITY	\$1,000,000	Occurrence Limit
Policy Period:	04/01/2014 to 04/01/2015	\$2,000,000	Aggregate Limit
Carrier:	The Hartford	Limits:	
Policy No.:	TBD		



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

Coverage: AUTO LIABILITY \$1,000,000 Combined Single Limit
Policy Period: 04/01/2014 to 04/01/2015

B. Additional Underlying Insurance Policy(ies)

COUNTERSIGNED _____ 04/30/2014 _____ BY _____
DATE AUTHORIZED REPRESENTATIVE



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300
Administrative Office: 399 Park Avenue, 8th Floor, New York, NY 10022

Excess Liability Policy

Named Insured: Quaker Window Products Co.

Policy Number: 1000010467

Effective Date: 04/01/2014 at 12:01 A.M.

This Policy is a legal contract between the Named Insured and Starr Surplus Lines Insurance Company (herein referenced as "the Company"). The Company agrees to provide insurance to the Named Insured, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.

This Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Named Insured on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Policy.

This Policy is governed by the laws of the state where it was delivered.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel

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EXCESS LIABILITY POLICY 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 as shown in **ITEM 1.** of the Declarations. The words we, us and our refer to the Company shown in the Declaration providing this insurance.

The word Insured means the Named Insured and any person or organization qualifying as an Insured in the First Underlying Insurance Policy(ies), but only to the extent to which such person(s) or organization(s) qualify as an Insured in the First Underlying Insurance Policy(ies) at the inception date of this Policy. Newly acquired or formed organizations must comply with **SECTION IV. CONDITIONS, D. Changes** in order to qualify for coverage.

Words and phrases that appear in quotation marks have special meaning. Refer to **SECTION III. DEFINITIONS**, or to the specific section, of this Policy where such words appear.

SECTION I. COVERAGE

- A. We will pay on behalf of the Insured, the "Ultimate Net Loss" in excess of the "Underlying Insurance" as shown in **ITEM 5.** of the Declarations, that the Insured becomes legally obligated to pay for loss or damage to which this insurance applies and that takes place in the Coverage Territory. Except for the terms, definitions, conditions and exclusions of this Policy, the coverage provided by this Policy shall follow the terms, definitions, conditions and exclusions of the applicable First Underlying Insurance Policy(ies) shown in **ITEM 5.A.** of the Declarations.
- B. Regardless of any other warranties, terms, conditions, exclusions or limitations of this Policy, if any applicable Underlying Insurance Policy(ies) does not cover "Ultimate Net Loss" for reasons other than exhaustion of its limit of liability by payment of claims or suits, then this Policy will not cover such "Ultimate Net Loss".
- C. The amount we will pay for the "Ultimate Net Loss" is limited as described in **SECTION II. LIMITS OF INSURANCE.**

SECTION II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:
 - 1. Insureds;
 - 2. Claims made or suits brought; or
 - 3. Persons or organizations making claims or bringing suits.
- B. The Limits of Insurance of this Policy will apply as follows:
 - 1. This Policy applies only in excess of the "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations.
 - 2. If our Limits of Insurance stated in **ITEM 4.** of the Declarations are less than the total Limits of Insurance stated in **ITEM 4.** of the Declarations, then our Limits of Insurance shall be that proportion of the "Ultimate Net Loss" to which our Limits of Insurance apply to the total Limits of Insurance stated in **ITEM 4.** of the Declarations and apply only in excess of the total Limits of "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations.

3. Subject to Paragraph **B.2.** above, the Each Occurrence limit stated in **ITEM 4.A.** of the Declarations is the most we will pay for the "Ultimate Net Loss" for loss or damages arising out of any one occurrence to which this insurance applies.
4. Subject to Paragraphs **B.2.** and **B.3.** above, the limit stated in **Item 4.C.** of the Declarations for the Products-Completed Operations Aggregate is the most we will pay for all "Ultimate Net Loss" under the products-completed operations hazard.
5. Subject to Paragraphs **B.2.** and **B.3.** above, the Other Aggregate Limit stated in **Item 4.B.** of the Declarations is the most we will pay for all "Ultimate Net Loss" except "Ultimate Net Loss" covered under the products-completed operations hazard, that is subject to an aggregate limit provided by the First Underlying Insurance Policy(ies). The Other Aggregate Limit stated in **ITEM 4.B.** applies separately and in the same manner as the aggregate limits provided by the First Underlying Insurance Policy(ies).
6. Subject to Paragraphs **B.2., B.3., B.4.** and **B.5.** above, if the total applicable Limits of Insurance of "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations are:
 - a. Exhausted by payment of "Ultimate Net Loss" arising solely out of a claim first made, or occurrence(s) which first took place, during the Policy Period shown in the Declarations and would be covered under the provisions of this Policy, this insurance applies in excess of such exhausted limit(s); or
 - b. Reduced or exhausted by payment of "Ultimate Net Loss" arising out of a claim which was not first made during the Policy Period shown in the Declarations, or occurrence(s) which took place before or after the Policy Period shown in the Declarations or would not be covered under the provisions of this Policy, this insurance applies as if such payments had not been made.
7. The Limits of Insurance shown in **ITEM 4.** of the Declarations apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless 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 preceding period for purposes of determining the Limits of Insurance.

SECTION III. DEFINITIONS

A. "Ultimate Net Loss"

"Ultimate Net Loss" means the total sum, after reduction for all recoveries including other valid and collectible insurance, excepting only the "Underlying Insurance" scheduled under **ITEM 5.** of the Declarations, actually paid or payable due to a claim or suit for which you or an Insured are liable either by a settlement to which we agreed or a final judgment.

The term "Ultimate Net Loss" shall also include defense costs when such defense costs are included within the limits of insurance of any applicable "Underlying Insurance".

B. "Underlying Insurance"

"Underlying Insurance" means the Policy(ies) and/or self-insured retention identified in **ITEM 5.** of the Declarations. "Underlying Insurance" shall include:

1. The First Underlying Insurance Policy(ies) scheduled in **ITEM 5.A.** of the Declarations;

2. Any Additional Underlying Insurance Policy(ies) scheduled in **ITEM 5.B.** of the Declarations;
and
3. Any renewal or replacement of such Policy(ies).

SECTION IV. CONDITIONS

A. Appeals

If the Insured or underlying insurer elects not to appeal a judgment or award in excess of the limits of the "Underlying Insurance," we may do so at our expense. We will not be liable for any judgment or award that exceeds the Limits of Insurance stated in **ITEM 4.** of the Declarations.

B. Bankruptcy or Insolvency

Your or an Insured's bankruptcy, insolvency or inability to pay will not relieve us from our obligations under this Policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer or insurer providing other insurance, the insurance afforded by this Policy will not drop down or replace such "Underlying Insurance" or other insurance, but will apply as if all limits of any "Underlying Insurance" or other insurance are fully available and collectible.

C. Cancellation

1. You may cancel this Policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this Policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in **ITEM 1.** of the Declarations will be sufficient to prove notice.
3. The Policy Period will end on the day and hour stated in the cancellation notice.
4. If we cancel, earned premium will be calculated pro rata based on the time this Policy was in force.
5. If you cancel, earned premium will be more than a pro rata of the Advanced Premium as shown on **ITEM 6.** of the Declarations; it will be based on the time this Policy was in force and increased by the applicable short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.
7. The first Named Insured in **ITEM 1.** of the Declarations shall act on behalf of all other Insured(s) with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this Policy is changed by this statement to comply with that law.

D. Changes

You must promptly notify us of any newly acquired or formed organizations, or coverage or limit changes made after the inception date of this Policy to the First Underlying Insurance Policy(ies) as scheduled in **ITEM 5.A.** of the Declarations.

Coverage under this Policy will apply to newly acquired or formed organizations only if we endorse the organization as an Insured onto this Policy. Any newly acquired or formed organizations endorsed onto this Policy may be subject to an additional premium and to a premium audit.

E. Coverage Territory

Any claim or suit for loss or damage occurring within the Coverage Territory must be brought within the United States of America.

Coverage Territory shall be deemed to be anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

Payments under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

F. Defense

We have no duty to defend any claim or suit and will not be obligated to assume charge of the investigation, settlement or defense of any claim, suit or proceeding instituted against you or any Insured for loss or damages to which this insurance may apply. We will have the right and opportunity to participate or associate in the investigation, settlement or defense of any claim, suit or proceeding against you or an Insured for loss or damage to which this insurance may apply. If we exercise such right, which is at our sole discretion, we will do so at our own expense.

G. Maintenance of "Underlying Insurance"

You agree to maintain all "Underlying Insurance" in full force and effect during our Policy Period stated in **ITEM 2.** of the Declarations, except for the reduction of the aggregate limits of the "Underlying Insurance" due to payment of claim(s) or suit(s) for loss or damage to which this insurance may apply. If you fail to comply with this condition precedent, then the insurance provided by this Policy shall only apply as though such "Underlying Insurance" had been in full force and effect by you.

H. Notification of Accidents or Occurrences

1. You or an Insured must see to it that we are notified as soon as practicable of an accident, occurrence or wrongful act which is reasonably likely to result in a claim or suit to which this insurance may apply.

To the extent possible, notice will include:

- a. How, when and where the accident, occurrence or wrongful act took place;
- b. The names and addresses of any injured persons and witnesses;

- c. The nature and location of any loss, injury or damage arising out of the accident, occurrence or wrongful act.
- 2. If a claim is made or a suit is brought against an Insured that is reasonably likely to involve this Policy, you or an Insured must notify us in writing as soon as practicable.
- 3. You and an Insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or suit; and
 - d. 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 loss or damage to which this insurance may also apply.
- 4. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

I. Other Insurance

If other insurance applies to "Ultimate Net Loss" that is also covered by this Policy, this Policy will apply excess of, and will not contribute to, the other insurance. Nothing herein will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, other insurance does not include:

- 1. "Underlying Insurance"
- 2. Insurance that is specifically written as excess over this Policy; or
- 3. Insurance held by a person(s) or organization(s) qualifying as an additional insured in "Underlying Insurance", but only when the written contract or agreement between you and the additional insured requires a specific limit of insurance that is in excess of the Underlying Limits of Insurance. However, the Limits of Insurance afforded the additional insured in this paragraph shall be the lesser of the following:
 - a. The minimum limits of insurance required in the contract or agreement between you and the additional insured; or
 - b. The Limits of Insurance shown in the Declarations of this Policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for the funding of legal liabilities.

J. Premium

The first Named Insured shown in **ITEM 1.** of the Declarations shall be responsible for payment of all premiums when due.

The Advanced Premium shown in **ITEM 6.** of the Declarations is a flat premium for this Policy Period, unless Estimated Exposure, Rate Per and Audit Period are completed on the Declarations. In that case a Premium Audit Endorsement will be attached to the Policy.

Earned Premium in a Policy Period shall be subject to the Minimum Premium and the Minimum Earned Premium as stated in the Declarations, if applicable.

K. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them. Reimbursement of recovery(ies), minus expenses incurred by us in the process of recovery, will be first made to any interest (including the Insured) who has paid any amounts in excess of the limits of this Policy; then next to us; and then finally to all other interests (including the Insured and the underlying insurer) with respect to the remaining amounts, if any.

L. Unintentional Errors or Omissions

Your failure to disclose all hazards existing as of the inception date of this Policy shall not prejudice you with respect to the coverage afforded by this Policy provided such failure or any omission is not intentional.

M. When "Ultimate Net Loss" is Payable

Coverage under this Policy will not apply unless and until the Insured or the Insured's "Underlying Insurance" has paid or is obligated to pay the full amount of the limits of the "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations. If other insurance applies, coverage under this Policy will not apply until the other insurance has paid or is obligated to pay the full amount of its limit of insurance.

When the "Ultimate Net Loss" is determined, we will pay on behalf of the Insured the amount of "Ultimate Net Loss" to which this insurance applies.

SECTION V. EXCLUSIONS

This insurance shall not apply to:

A. Asbestos

1. "Ultimate Net Loss" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
2. Any obligation of the Insured to indemnify any party because of damages arising out of such "Ultimate Net Loss" as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
3. Any obligation to defend any suit or claim against the Insured seeking damages, if such suit or claim arises from "Ultimate Net Loss" as a result of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

B. Auto Coverages

"Ultimate Net Loss" arising out of or resulting from any first party physical damage coverage no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

C. Nuclear

"Ultimate Net Loss":

1.
 - a. With respect to which the Insured is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability-Property Insurance Assoc., Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "Nuclear Material" and with respect to which **(1)** any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(2)** the Insured is, or had this Policy not been available 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.
2. "Ultimate Net Loss" resulting from the hazardous properties of "Nuclear Material", if:
 - a. The "Nuclear Material" **(1)** is at any "nuclear facility" owned by the Insured or operated by the Insured or on the Insured's behalf, or **(2)** has been discharged or dispensed therefrom;
 - b. The "Nuclear Material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by the Insured or on the Insured's behalf or
 - c. The "Ultimate Net Loss" arises out of the furnishing by the 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 **c.** applies only to property damage to such "Nuclear facility" and any property thereat.
3. As used in this exclusion:
 - a. "Hazardous Properties" includes radioactive, toxic or explosive properties
 - b. "Nuclear Material" means "Source Material", "Special Nuclear Material" or "By-Product Material;"
 - c. "Source Material", "Special Nuclear Material" and "By-product Material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;
 - d. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - e. "Waste" means any waste material **(1)** containing "By-Product Material" and **(2)** resulting from the operation by any person or organization of a "Nuclear facility" included within the definition of "Nuclear facility" below

f. "Nuclear facility" means:

- (1) Any nuclear reactor;
- (2) Any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing "Spent fuel", or (iii) handling, processing or packaging wastes;
- (3) 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 Insured's custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

h. "Ultimate Net Loss" includes all forms of radioactive contamination of property.

D. Pollution

1. "Ultimate Net Loss" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
2. 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 if valid "Underlying Insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of the applicable limits of the Underlying Insurance. Coverage provided under this Policy will follow the terms, definitions, conditions, exclusions and limitations of the First Underlying Insurance Policy(ies).

E. Workers Compensation and Similar Laws

"Ultimate Net Loss" for any obligation of the Insured under any worker's compensation, disability benefits or unemployment compensation law or any similar law.



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

Defense Condition Amendment

Policy Number: 1000010467

Effective Date: 04/01/2014 at 12:01 A.M.

Named Insured: Quaker Window Products Co.

SECTION IV. CONDITIONS, condition **F. Defense** is deleted in its entirety and replaced with the following:

F. Defense

1. At our discretion, we may:
 - a. Investigate any occurrence, claim or suit;
 - b. Settle any claim or suit of which we assume control of the settlement or defense.
2. We have the right, but not the duty, to associate with any underlying insurer or other insurers in the defense and control of any claim or suit seeking damages to which this insurance may apply.
3. We have the right and duty to defend any claim or suit against any Insured seeking damages to which this insurance applies when "Underlying Insurance" ceases to apply because of exhaustion of its limits of insurance solely by payment of claims, settlements, judgments, or defense costs subject to such limits, for damages to which this insurance also applies.
4. We will pay, with respect to any claim we investigate or settle, or any suit against an Insured we defend, when the duty to defend exists:
 - a. All expenses we incur.
 - b. Up to \$2000 for cost of bail bonds (including bonds for related traffic law violations) required because of an occurrence we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
 - d. 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.
 - e. All court costs taxed against the Insured in the suit. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
 - f. 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.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
5. If we exercise our rights or duties as stated in paragraphs 2. and 3. above, any expense related to such right or duty will be defense costs under this Policy.



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

6. After the Limits of Insurance of this policy are used up in the payment of:

- a. Judgments;
- b. Settlements; or
- c. Defense costs, if defense costs are included within and erode the limits of insurance of the applicable "Underlying Insurance",

we will not provide any defense under this Policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

Missouri Changes – Cancellation and Nonrenewal

Policy Number: 1000010467

Effective Date: 04/01/2014 at 12:01 A.M.

Named Insured: Quaker Window Products Co.

- A. If you are an individual, partnership or limited liability company and a covered auto you own is of the private passenger type, and this Policy covers fewer than five autos and does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, **SECTION IV. CONDITIONS**, condition **C. Cancellation** does not apply to that auto. The following Condition applies instead:

1. **SECTION IV. CONDITIONS**, condition **C. Cancellation** is replaced by the following:

Ending This Policy

a. Cancellation

- (1) You may cancel this Policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- (2) If this Policy has been in effect for 60 days or less and is not a renewal or continuation Policy, we may cancel for any reason. If we cancel, we will mail you at least 10 days notice.
- (3) When this Policy has been in effect for more than 60 days or is a renewal or continuation Policy, we may cancel only for one or more of the following reasons:
 - (a) Nonpayment of premium. If we cancel for this reason, we will mail you at least 10 days notice.
 - (b) If you are an individual, partnership or limited liability company and your driver's license has been suspended or revoked during the Policy Period. If we cancel for this reason, we will mail you at least 30 days notice. However, we may not cancel if you are more than one person, but only one person's license has been suspended or revoked. Instead we may exclude coverage for that person while operating a covered auto during a period of suspension or revocation.
 - (c) If you are an individual, we replace this Policy with another one providing similar coverages and the same limits for the covered auto. The replacement Policy will take effect when this Policy is canceled, and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.



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- (4) If this Policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund may be less than pro rata. If we cancel, the refund will be pro rata.
- (5) The effective date of cancellation stated in the notice shall become the end of the Policy Period.
- (6) Our notice of cancellation will state the actual reason for cancellation unless the cancellation is due to nonpayment of premium.

b. Nonrenewal

- (1) If we decide not to renew or continue this Policy, we will mail you notice at least 30 days before the end of the Policy Period. If the Policy Period is other than one year, we will have the right not to renew or continue it only at the anniversary of its original effective date. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current Policy Period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- (2) If we fail to mail proper notice of nonrenewal and you obtain other insurance, the coverages provided by this Policy will end on the effective date of any similar coverages provided by the other insurance.
- (3) Our notice of nonrenewal will state the actual reason for nonrenewal unless the nonrenewal is due to nonpayment of premium.

2. SECTION IV. CONDITIONS is amended to include the following condition:

Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed by United States Postal Service certificate of mailing to your last known mailing address. Proof of mailing of any notice will be sufficient proof of notice.

B. For all other circumstances not described in Paragraph A. above:

1. Paragraph 2. of **SECTION IV. CONDITIONS**, condition **C. Cancellation** is deleted and replaced with the following:

We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:

- (1) Fraud or material misrepresentation affecting this Policy or a claim filed under this Policy or a violation of any of the terms or conditions of this Policy;



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(2) Changes in conditions after the effective date of this Policy which have materially increased the risk assumed;

(3) We become insolvent; or,

(4) We involuntarily lose reinsurance for this Policy.

c. 60 days before the effective date of cancellation if we cancel for any other reason.

2. The following condition is added to **SECTION IV. CONDITIONS:**

When We Do Not Renew

1. We may elect not to renew this Policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

Missouri Changes – Pollution Exclusion

Policy Number: 1000010467

Effective Date: 04/01/2014 at 12:01 A.M.

Named Insured: Quaker Window Products Co.

SECTION V. EXCLUSIONS, exclusion **D. Pollution** is amended to include the following:

This pollution exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

Missouri Changes – Guaranty Association

Policy Number: 1000010467

Effective Date: 04/01/2014 at 12:01 A.M.

Named Insured: Quaker Window Products Co.

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

- A.** Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B.** The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
1. Claims covered by the Association do not include a claim by or against an Insured of an insolvent insurer, if the Insured has a net worth of more than \$25 million on the later of the end of the Insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an Insured's net worth on such date shall be deemed to include the aggregate net worth of the Insured and all of its affiliates as calculated on a consolidated basis.
 2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- a. Pay an amount in excess of the applicable Limit of Insurance of the Policy from which a claim arises; or
- b. Return to an Insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this Policy.



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All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

Auto Coverage – Exclusion of Terrorism

Policy Number: 1000010467

Effective Date: 04/01/2014 at 12:01 A.M.

Named Insured: Quaker Window Products Co.

Any endorsement addressing acts of terrorism (however defined) in any "Underlying Insurance" does not apply to this Policy.

A. The provisions of this endorsement:

1. Apply only to loss or damage arising out of the ownership, maintenance or use of any auto that is a covered auto under this Policy; and
2. Supersede the provisions of any other endorsement addressing terrorism attached to this Policy only with respect to injury or damage arising out of the ownership, maintenance or use of any auto that is a covered auto.

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

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.



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C. The following exclusion is added to **SECTION V. EXCLUSIONS**:

Exclusion of Terrorism

This insurance shall not apply to loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Any loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such

injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

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

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



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In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

Exclusion of Terrorism

Policy Number: 1000010467

Effective Date: 04/01/2014 at 12:01 A.M.

Named Insured: Quaker Window Products Co.

A. The following definitions are added to SECTION III. DEFINITIONS:

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

B. The following exclusion is added to SECTION V. EXCLUSIONS:

Terrorism

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



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1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

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

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

In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to "any loss or damage" that is otherwise excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

Signed for STARR SURPLUS LINES INSURANCE COMPANY

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ISSUANCE OF COMMERCIAL EXCESS LIABILITY POLICY PRIOR TO RECEIPT OF CONTROLLING UNDERLYING POLICY

Policy Number: 1000010467 **Effective Date:** 04/01/2014 at 12:01 A.M.
Insured Name: Quaker Window Products Co.

EXCESS LIABILITY POLICY

It is agreed that the following is added to Section I., Coverage, Paragraph A.:

This Policy has been issued on the basis that, except where inconsistent with or supplementary to the Controlling Underlying Policy(ies), it is following all terms and conditions of the Controlling Underlying Policy(ies), which policy should reflect bound coverage in accordance with the warranties, terms, conditions, exclusions and limitations as contained in the binder for the Controlling Underlying Policy(ies), dated TBD.

Following the issuance of the Controlling Underlying Policy(ies), a copy of such policy shall be forwarded to the Insurer for review and agreement by the Insurer. If, upon review, we conclude that there are any differences in coverage between the binder and the Controlling Underlying Policy(ies), such differences will not be binding upon us unless (1) the Insurer agrees in writing, and (2) the Insured agrees to any additional premium and/or amendment to the provisions of the Policy(ies) required by the Insurer related to such differences in coverage.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Charles H. Dangelo, President


Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

Service of Suit Endorsement

Policy Number: 1000010467

Effective Date: 04/01/2014 at 12:01 A.M.

Named Insured: Quaker Window Products Co.

This endorsement modifies the insurance coverage form(s) that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

As used in this Endorsement, the "Company" refers to Starr Surplus Lines Insurance Company.

This applies in jurisdictions where the Company is not an admitted insurer.

It is agreed that in the event of the Company's failure to pay the amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court. Nothing in this Endorsement constitutes or should constitute a waiver of the Company's right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

It is further agreed that, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates General Counsel, Legal Department, Starr Surplus Lines Insurance Company, 399 Park Avenue, New York, N.Y. 10022 as the person to whom the said officer is authorized to mail such process or true copy thereof.

It is further understood and agreed that service of process in such suit may be made upon General Counsel, Legal Department, Starr Surplus Lines Insurance Company, 399 Park Avenue, New York, N.Y. 10022 and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

All other terms and conditions of this Policy remain unchanged.



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

CLAIM REPORTING PROCEDURES

All claims for the **Excess Starr Companies Program**, regardless of severity or location should be reported to the YORK Claims Intake Center. The YORK Claims Intake Center is ready to accept new losses and provides different options for you to submit new loss reports:

Phone: (866) 391-9675

Fax: 866-695-3651

Email: 4869excessclaims@yorkrsg.com

**Mail: York Risk Services Group, Inc
Attn. OSC
P.O. Box 183188
Columbus, OH 43218-3188**

To expedite the handling of your new claim, the following information must be provided when reporting a claim:

1. Named Insured: _____

2. Policy Number: _____

The York Claims Intake Center will review all claims notices upon receipt and assign to the York handling branch office. A claim acknowledgement will then be transmitted to the designated individuals advising of the York claim number and the adjuster assigned to the claim.

Key Contacts:

OSC Contact: Jacob A. Banker, Assistant Vice President
Email: Jacob.Banker@Yorkrsg.com

York SAM Contact: Jennifer J. Cordi, Senior Account Manager- WC
Email: Jennifer.Cordi@Yorkrsg.com
Contact #: (908) 783-1278

Starr Contact: Lee Sheridan, Excess Casualty Claim Manager
Email: lee.sheridan@starrcompanies.com
Contact #: (646) 560-0016, Cell #: (347) 276-9574