

CARROLS RESTAURANT GROUP, INC.  
968 JAMES STREET  
SYRACUSE, NY 13217-6969

## COMMERCIAL LIABILITY – UMBRELLA DECLARATIONS



Issued by: Liberty Insurance Corporation

Policy Number: TH7-681-041343-861

Renewal of: TH7-681-041343-860

Producer:

LOCKTON COMPANIES LLC

444 W 47TH ST STE 900

KANSAS CITY, MO 64112-1906

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### Item 1. Named Insured and Mailing Address:

CARROLS RESTAURANT GROUP, INC.  
968 JAMES STREET  
SYRACUSE, NY 13217-6969

The Named Insured is: Corporation

Item 2. Policy Period: 1/01/2021 to 1/01/2022 at 12:01 A.M. standard time at above mailing address.

### Item 3. Limits of Insurance:

Each Occurrence Limit	\$ 10,000,000
General Aggregate Limit	\$ 10,000,000
Products-Completed Operations Aggregate Limit	\$ 10,000,000

Item 4. Self-Insured Retention – Each Occurrence: \$ 0

### Item 5. Premium:

Premium Basis	Audit Basis	Estimated Exposure	Rate	Advance Premium
Flat Charge	0			\$ 322,605

Certified Acts of Terrorism Coverage:	\$ 0
Total Advance Premium:	\$ 322,605
KY Firefighters Surcharge	\$ 154
KY Municipal Tax	\$ 528
Minimum Retained Premium:	\$ 0

Issued	Code Number	Account Number	Sub-Account Number
PP 1/28/2021	99935	8-041343	0003

**Item 6. Underlying Insurance:**

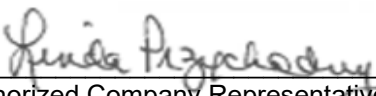
<b>Coverage</b>	<b>Insurer Policy Period Policy Number</b>	<b>Limits of Insurance</b>
Employers Liability*	LM Insurance Corporation 1/01/2021 to 1/01/2022 WA5-68D-041343-241	\$1,000,000 By Accident Each Accident \$1,000,000 By Disease Policy Limit \$1,000,000 By Disease Each Employee
Auto Liability	Liberty Mutual Fire Insurance Company 1/01/2021 to 1/01/2022 AS2-681-041343-011	\$1,000,000 CSL
General Liability	Liberty Mutual Fire Insurance Company 1/01/2021 to 1/01/2022 TB2-681-041343-361	\$1,000,000 Each Occurrence \$25,000,000 General Aggregate \$2,000,000 Products/Completed Ops Aggregate \$1,000,000 Pers & Adv Injury Limit
Aircraft Liability	Endurance American Insurance Company 1/01/2021 to 1/01/2022 NAN6037075	\$10,000,000 Each Occurrence
Excess Employers Liability (OH)	Midwest Employers Casualty Company 1/01/2021 to 1/01/2022 EWC008252	\$1,000,000 Each Accident \$1,000,000 Policy Limit \$1,000,000 Each Employee (XS of SIR) \$400,000 Self-Insured Retention
Employee Benefits Liability	Liberty Mutual Fire Insurance Company 1/01/2021 to 1/01/2022 TB2-681-041343-361	\$1,000,000 Each Employee \$1,000,000 Aggregate
Employers Liability (New CFH, LLC)	Starr Indemnity & Liability Company 1/01/2021 to 1/01/2022 100 0003479	\$1,000,000 By Accident Each Accident \$1,000,000 By Disease Policy Limit \$1,000,000 By Disease Each Employee
Employers Liability (MA)	Liberty Insurance Corporation 1/01/2021 to 1/01/2022 WA7-68D-041343-871	\$1,000,000 By Accident Each Accident \$1,000,000 By Disease Policy Limit \$1,000,000 By Disease Each Employee

\* In any jurisdiction, state or province where the amount of Employers Liability Insurance provided by the underlying insurer(s) is by law unlimited, the underlying Employers Liability limits shown in the above schedule do not apply and no coverage for Employers Liability shall be provided by this policy.

These Declarations and any Declarations Extension Schedules, together with the Coverage Form and any Endorsement(s) complete this policy.

Forms and Endorsements attached to this policy: See Attached Schedule

Countersigned by:

  
 \_\_\_\_\_  
 Authorized Company Representative

LOCKTON COMPANIES LLC  
ATTN ANITA COX  
444 W 47TH ST STE 900  
KANSAS CITY, MO 64112-1906

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**DECLARATIONS EXTENSION – NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**Item 1.** Named Insured of the Declarations is amended as follows:

Carrols Restaurant Group, Inc.

New CFH, LLC

Carrols Holdco, Inc.

Carrols Restaurant Group, Inc.

Carrols LLC

Carrols Corporation Health and Welfare Benefits Plan

Carrols Corporation Retirement Savings Plan

Republic Foods, Inc.

## **SCHEDULE OF FORMS AND ENDORSEMENTS**

<b><u>Form Number</u></b>	<b><u>Form Name</u></b>
LCU 00 02 01 18	Commercial Liability - Umbrella Declarations
LCU 99 05 01 18	Declarations Extension – Named Insured
LCU 00 01 01 18	Commercial Liability – Umbrella Coverage Form
LCU 02 06 06 20	New York Changes – Cancellation And Nonrenewal
LCU 02 75 01 18	Earlier Notice of Cancellation Provided By Us
LCU 04 07 01 18	Professional Health Care Services By Employees or Volunteer Workers Coverage
LCU 04 11 01 18	Crisis Management Coverage
LCU 04 30 01 18	Alienated Premises Coverage
LCU 21 01 01 18	Communicable Disease Exclusion
LCU 21 47 01 18	Damage First Occurring Prior To Policy Period Exclusion
LCU 21 48 01 18	Scheduled Endorsement Exclusion
LCU 21 85 01 18	Access or Disclosure of Confidential or Personal Information and Data-Related Liability Exclusion – With Limited Bodily Injury Exception
LCU 24 09 09 19	Foreign Liability Limitation
LCU 25 13 01 18	Unimpaired Aggregate
LCU 26 13 01 18	Pesticide Or Herbicide Applicator – Pollution Limitation
LCU 29 09 01 18	Products – Completed Operations Hazard Redefined
LCU 32 04 01 18	New York Changes
LCU 32 05 01 18	New York Transfer Of Duties When A Limit Of Insurance Is Used Up
LCU 32 32 01 18	New York Changes – Silica Or Silica-Related Dust Exclusion
LCU 32 130 01 18	New York Changes – Fungi or Bacteria
LCU 32 131 05 18	Non-Employment Discrimination Limitation
LCU 60 05 01 18	Certified Acts of Terrorism Exclusion
LCU 99 16 01 18	Notice Of Cancellation To Third Parties

LMU 04 32 05 18	Fungi or Bacteria Limitation
EN 90 09 01 10	Kentucky Notice to Policyholders
SNI 04 01 01 20	Liberty Mutual Group California Privacy Notice
SNI 90 02 01 20	Policyholder Disclosure Terrorism Risk Insurance Act
LIL 90 07 10 13	Signature Page

## COMMERCIAL LIABILITY – UMBRELLA 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 **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in bold font have special meaning. If not defined in the section in which they first appear, refer to **SECTION VII – DEFINITIONS**.

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

### INSURING AGREEMENTS

#### SECTION I – COVERAGES

1. We will pay on behalf of the insured those sums in excess of the **retained limit** that the insured becomes legally obligated to pay as damages because of **bodily injury, property damage or personal and advertising injury** to which this insurance applies. In addition, we will pay those sums in excess of the **retained limit** that the insured becomes legally obligated to pay as damages because of a negligent act, error or omission committed in the administration of the Named Insured's employee benefit program, to which this insurance applies.

The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

2. With respect to **bodily injury, property damage or personal and advertising injury**, this insurance applies only if:
  - a. The **bodily injury or property damage** occurs during the **policy period**, or the **personal and advertising injury** is caused by an offense arising out of your business but only if the offense was committed during the **policy period**;
  - b. The **bodily injury, property damage or personal and advertising injury** is caused by an **occurrence** that takes place anywhere; and
  - c. Prior to the **policy period**, no insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED** or any **employee** who has been authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury or property damage** had occurred, in whole or in part.
3. **Bodily injury or property damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED**, or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
  - a. Reports all, or any part of, such **bodily injury or property damage** to us or any other insurer;
  - b. Receives a written or oral demand or claim for damages because of such **bodily injury or property damage**; or
  - c. Becomes aware by any other means that **bodily injury or property damage** has occurred or has begun to occur.



If such a listed insured or authorized **employee** knew, prior to the **policy period**, that the **bodily injury**, or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury**, or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

4. **Bodily injury** or **property damage** which occurs during the **policy period** and which was not, prior to the **policy period**, known to have occurred or to have begun to occur by any insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.
5. If we are prevented by law or statute from directly paying damages covered by this policy on behalf of the insured, then we will, where permitted, indemnify the Named Insured for those sums paid in excess of the **retained limit**.

As used in Paragraphs 2.c., 3. and 4. above, an insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED** does not include a stockholder who is not otherwise an insured.

## **SECTION II – WHO IS AN INSURED**

1. The **first named insured** is an insured.
2. Any organization that is a subsidiary of the **first named insured** and over which you maintain ownership or majority interest as of the effective date of this policy, provided such organization was made known to us by the effective date of this policy and is included as an insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.
3. If you are designated in the Declarations as:
  - a. An individual, you and your **spouse** are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their **spouses** are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
4. Each of the following is also an insured:
  - a. Your **volunteer workers** but only while performing duties related to the conduct of your business, your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

### **(1) Bodily injury or personal and advertising injury:**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-**employee** in the course of his or her employment or performing duties related to the conduct of your business or to your other **volunteer workers** while performing duties related to the conduct of your business;

- (b) To the **spouse**, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, Paragraphs (1)(a), (1)(b) and (1)(c) do not apply to the extent **underlying insurance** provides coverage for such person(s). Coverage under this policy will be no broader than that provided by **underlying insurance**.

Insurance provided by this policy for **bodily injury** to a co-**employee** or **volunteer worker** will not apply if the injured co-**employee's** or **volunteer worker's** sole remedy for such injury is provided under a workers' compensation law or any similar law.

**(2) Property damage** to property:

- (a) Owned, occupied, used by;
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your **employee**) or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative, if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
  - e. Any person or organization included as an additional insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, this insurance will be no broader than that which you are required by the contract or agreement to provide for such additional insured.

The Limits of Insurance applicable to the additional insured are included within, and are not in addition to, the Limits of Insurance shown in the Declarations.

- f. Any person while using with your permission a **covered auto** and any person or organization legally responsible for its use, but only if that person is an insured with respect to liability arising out of the ownership, maintenance, use or entrustment to others of **covered autos**.
5. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured under this policy if there is no other similar insurance available to that organization and that organization qualifies as an insured in **underlying insurance**. However:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the **policy period**, whichever is earlier. However, such coverage will be provided for no longer than that provided by **underlying insurance**; and
- b. Coverage does not apply to any liability that occurred or offense committed before you acquired or formed the organization.

Except as provided in Paragraph 5. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or **suits** brought;
  - c. Persons or organizations making claims or bringing **suits**; or
  - d. Coverages provided under this policy.
2. The General Aggregate Limit is the most we will pay for the sum of all damages covered under this policy, except:
  - a. Damage included in the **products-completed operations hazard**; and
  - b. Damage covered by **underlying insurance** to which no aggregate limit applies.

The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the **underlying insurance**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
4. Subject to Paragraphs 2. and 3. above, if either applies, the Each Occurrence Limit is the most we will pay for the sum of all damages covered under this policy arising out of any one **occurrence**.
5. If the applicable limits of insurance of **underlying insurance** or **other insurance** providing coverage to the insured are reduced or exhausted by payments of damages, subject to the terms and conditions of this policy, we will:
  - a. In the event of reduction, pay in excess of the reduced applicable limits of **underlying insurance** or **other insurance**; or
  - b. In the event of exhaustion, continue in force as **underlying insurance**, but for no broader coverage than is available under this policy.

The **retained limit** will not be reduced or exhausted by defense costs, loss adjustment expenses, supplementary payments or similar amounts that reduce or exhaust the policy limits of **underlying insurance** or **other insurance**.

6. If any **underlying insurance** has a limit of insurance greater than the amount shown in the Schedule of Underlying Insurance this policy will apply in excess of the greater amount.

7. The Limits of Insurance of this policy 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**, 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 of this policy.
8. If coverage provided to an additional insured is required by a contract or agreement, we will pay on behalf of the additional insured the lesser of:
  - a. The amount of insurance required by the contract or agreement less any amounts payable by any **underlying insurance** or otherwise retained; or
  - b. The available applicable Limits of Insurance of this policy.

#### SECTION IV – DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend any **suit** seeking damages covered by this insurance, by counsel of our choice, when:
  - a. The total applicable limits of **underlying insurance** and **other insurance** have been exhausted by payment of damages covered by this policy; or
  - b. The damages sought because of **bodily injury, property damage, personal and advertising injury** or any damage arising from any actual or alleged negligent act, error or omission in the administration of the Named Insured's employee benefit program to which this insurance applies would not be covered by **underlying insurance** or **other insurance**.

However, we have no duty to defend any **suit** if any other insurer has a duty to defend.

2. If we have a duty to defend but are prevented by law or statute from performing that duty, you agree to take up such defense and investigation. We will reimburse you for our share of the reasonable costs paid for such investigation or defense.
3. We have the right, but not the duty, at our expense, to participate in the defense of any **suit** and the investigation of any claim to which this insurance may apply. However, if we exercise this right, we will not contribute to the expenses of the insured or **underlying insurer**.
4. We will pay the following supplementary payments, with respect to any claim we investigate or settle, or any **suit** against the insured we defend:
  - a. All expenses we incur.
  - b. The premium for bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance of this policy. We do not have to furnish these bonds.
  - c. 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 because of time off from work, but not including the salaries of the insured's **employees**, and in no event more than \$500 a day.
  - d. All court costs taxed against the insured in the **suit**.
  - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. However, if we make a settlement offer within the applicable Limits of Insurance of this policy that is acceptable to the claimant, or make an offer to pay the applicable Limits of Insurance of this policy, we will not pay any prejudgment interest accruing after we make such offer.
  - f. Post-judgment interest awarded against the insured on that part of the judgment we pay that accrues after the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limits of Insurance of this policy.

These payments will not reduce the Limits of Insurance of this policy.

5. Our duty to defend any claim or **suit** and make any supplementary payments ends once we have exhausted the applicable Limits of Insurance of this policy by payment of judgment or settlements.

## SECTION V – EXCLUSIONS

This insurance does not apply to:

### 1. Aircraft

Any liability arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

However, this exclusion does not apply to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**.

### 2. Asbestos

Any liability arising or allegedly arising out of asbestos either alone or in combination with other substances or factors.

### 3. Auto Coverages

- a. **Bodily injury or property damage** arising out of the ownership, maintenance, use or entrustment to others of any **auto**. Use includes operation and **loading or unloading**. However, this exclusion does not apply to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**.
- b. Any loss, cost or expense payable under or resulting from a first party physical damage coverage, no-fault law, personal injury protection or auto medical payments coverage, or uninsured or underinsured motorist law.

### 4. Contractual Liability

Any obligation of the insured by reason of the assumption of liability in a contract or agreement, including an **insured contract**.

This exclusion does not apply to:

- a. Liability for damages that the insured would have in the absence of the contract or agreement;
- b. **Bodily injury or property damage** assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of the **insured contract**; or
- c. The extent **underlying insurance** provides coverage for **personal and advertising injury** assumed in an **insured contract**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

Solely for the purposes of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of such liability, provided:

- (1) The liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and

- (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

## 5. Damage to Impaired Property or Property Not Physically Injured

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

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

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

## 6. Damage to Property

**Property damage** to:

- a. Property you own, rent or occupy including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or
- f. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

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

Paragraphs **c.**, **d.**, **e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **c.** and **d.** of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph **f.** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

## 7. Damage to Your Product

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

## 8. Damage to Your Work

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

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

## 9. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto or any similar federal, state or local statute or regulation.

## 10. Electronic Data

Any liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate **electronic data**.

## 11. Employee Benefits Liability

Any actual or alleged act, error or omission in the administration of the Named Insured's employee benefit program. However, this exclusion does not apply to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**, subject to the following:

a. If the applicable **underlying insurance** applies such coverage on a claims-made basis:

(1) This insurance applies only if:

(a) The negligent act, error or omission committed in the administration of the Named Insured's employee benefit program occurs on or after the retroactive date, if any, provided by the **underlying insurance** and prior to the end of the **policy period**; and

(b) The claim or suit for such negligent act, error or omission is first made in writing against any insured during:

(i) The **policy period**; or

(ii) An extended reporting period as provided by **underlying insurance**, subject to Paragraph (2) below.

(2) Any extended reporting period provided by this policy will not reinstate or increase the Limits of Insurance applicable to any claim to which this insurance applies, extend the **policy period** or change the scope of coverage provided by this policy.

b. If the applicable **underlying insurance** does not apply such coverage on a claim-made basis, this insurance applies only if the negligent act, error or omission committed in the administration of the Named Insured's employee benefit program occurs during the **policy period**.

## 12. Employer's Liability

**Bodily injury** to:

a. An **employee** of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The **spouse**, child, parent, brother or sister of that **employee** as a consequence of Paragraph a. above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, this exclusion does not apply:

a. To liability assumed by the insured under an **insured contract**; or

- b. If the **bodily injury** is covered by **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

### 13. Employment-Related Practices

- a. Any liability arising out of:
  - (1) Refusal to employ a person;
  - (2) Termination of a person's employment; or
  - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, failure to promote, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at a person; or
- b. Consequential **bodily injury** or **personal and advertising injury** to the **spouse**, child, parent, brother or sister of that person at whom any of the employment-related practices described in Paragraph **a.** above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraph **a.** above occurs before employment, during employment or after employment of a person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

### 14. Expected or Intended Injury

**Bodily injury** or **property damage** expected or intended from the standpoint of the insured.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

### 15. Fungi or Bacteria

Any liability arising out of or related in any way to **fungi** or bacteria, the exposure to **fungi** or bacteria, or any claims arising from **fungi** or bacteria. This includes but is not limited to:

- 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 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; or
- 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 on, or are contained in, a good or product intended for human or animal consumption.

### 16. Liquor Liability

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

- a. Causing or contributing to the intoxication of any person;



- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the **occurrence** which caused the **bodily injury** or **property damage**, involved that which is described in Paragraph **a.**, **b.** or **c.** above.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. However, this exclusion does not apply to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**.

We will follow **underlying insurance** with respect to whether or not permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is considered the business of selling, serving or furnishing alcoholic beverages.

## 17. Nuclear Energy

- a. Any liability:
  - (1) With respect to which an insured under this 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 limits of insurance; 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. Any liability resulting from the **hazardous properties of nuclear material**, if:
  - (1) The **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an insured; or (b) has been discharged or dispersed therefrom;
  - (2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) The 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 Paragraph (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

- a. **Hazardous properties** include 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 in any law amendatory thereof.
- d. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

e. **Waste** means any **waste** material:

- (1) Containing **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
- (2) Resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

f. **Nuclear facility** means:

- (1) Any **nuclear reactor**;
- (2) Any equipment or device designed or used for:
  - (a) Separating the isotopes of uranium or plutonium;
  - (b) Processing or utilizing **spent fuel**; or
  - (c) Handling, processing or packaging **waste**;
- (3) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at 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; or
- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;

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

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

h. **Property damage** includes all forms of radioactive contamination of property.

## 18. Personal and Advertising Injury

- a. Caused by an offense committed by or on behalf of the insured with knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**;
- b. Arising out of the oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. Arising out of the oral, written or electronic publication, in any manner, of material whose content, in the same or substantially the same form, was published before the beginning of the **policy period**;
- d. Arising out of a criminal act committed by or at the direction of the insured;
- e. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**;
- f. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **advertisement**;
- g. Arising out of the wrong description of the price of goods, products or services stated in your **advertisement**;

- h. Arising out of infringement of, or any other violation relating to copyright, patent, trademark, trade secret or other intellectual property right.

However, this Paragraph h. does not apply to:

- (1) Infringement of copyright, trade dress or slogan, committed in your **advertisement**; or
- (2) The unauthorized use in your **advertisement** of another's idea for an **advertisement**;

- i. Committed by an insured whose business is:

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

However, this Paragraph i. does not apply to Paragraphs **18.a.**, **18.b.** and **18.c.** under **SECTION VII – DEFINITIONS**. For purposes of this Paragraph i., the placing of frames, borders or links, or advertising for you or others anywhere on the Internet, is not by itself considered the business of advertising, broadcasting, publishing or telecasting;

- j. Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control; or
- k. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

## 19. Pollution

- a. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**, anywhere at any time, whether included in a product or otherwise.

However, this exclusion does not apply to the extent **underlying insurance** provides coverage for liability described in Paragraphs (1) through (6) below. Coverage under this policy will be no broader than that provided by **underlying insurance**.

- (1) **Bodily injury** 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;
- (2) **Bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**;
- (3) **Bodily injury** or **property damage** arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured contractor or subcontractor;
- (4) **Bodily injury** or **property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;

(5) **Bodily injury** or **property damage** arising out of the escape of fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a **covered auto** or its parts, if:

(a) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and

(b) The **bodily injury** or **property damage** does not arise out of the operation of any equipment shown in Paragraphs **f.(2)** and **f.(3)** of the definition of **mobile equipment**; or

(6) **Bodily injury** or **property damage** caused by or resulting from **occurrences** that take place away from premises owned by or rented to an insured with respect to **pollutants** not in or upon a **covered auto** if:

(a) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a **covered auto**; and

(b) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

b. Any loss, cost or expense arising out of any:

(1) 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

(2) Claim or suit by or on behalf of a government 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 applies regardless of whether such discharge, dispersal, seepage, migration, release or escape occurs inside or outside a building or whether such **pollutant** has any function in your business, operations, premises, site or location.

## 20. Recall of Products, Work or Impaired Property

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

a. **Your Product**;

b. **Your Work**; or

c. **Impaired Property**;

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

## 21. Recording and Distribution of Material or Information in Violation of Law

Any liability arising 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;

c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

- d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## 22. War

Any liability, however caused, arising out of:

- a. War, including undeclared or civil war;
- 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.

## 23. Watercraft

Any liability arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

However, this exclusion does not apply to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**.

## 24. Workers' Compensation and Similar Laws

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

## SECTION VI – CONDITIONS

### 1. Appeals

If the insured or the **underlying insurers** elect not to appeal a judgment, we may elect to do so. If we appeal, we will be liable for all court costs, expenses incurred and interest incidental to the appeal, which will be in addition to the Limits of Insurance of this policy. However, our liability for such a judgment or settlement will not exceed the Limits of Insurance of this policy.

### 2. Audit and Premium

- a. You agree to pay the premium when due.
- b. The Premium shown as Advance Premium on the Declarations is a flat charge unless a rate is shown.
- c. If a rate is shown in the Declarations, the Advance Premium shown in the Declarations is an estimated 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**. If the earned premium is greater than Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to the **first named insured**, subject to the Minimum Retained Premium, if any, shown in the Declarations, for each twelve months of the **policy period**.
- d. The **first named insured** should keep records of the information we need for premium computation and make available to us or send us this information whenever we request.
- e. We may examine your books and records as they relate to this policy at any time during the **policy period** and for up to three years after the expiration or termination of this policy.

- f. We may, at our option, make an additional premium charge for any organization that you acquire or form during the **policy period**.

### 3. Bankruptcy or Insolvency

Your or any **underlying insurer's** bankruptcy, insolvency or inability to pay shall neither relieve nor increase our obligations under this policy.

However, under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation of **underlying insurance**. This insurance will apply as if the **underlying insurance** were in full effect.

### 4. Cancellation and Nonrenewal

- a. The **first named insured** may cancel this policy by mailing or delivering advance written notice to us stating when cancellation is to take effect.
- 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.

We will mail or deliver our notice to the **first named insured's** last mailing address known to us.

- c. The **policy period** will end on the day and hour stated in the cancellation notice.
- d. If we cancel, final premium will be calculated pro rata based on the time the policy was actually in effect.
- e. If the **first named insured** cancels, the premium refund may be less than pro rata and will be subject to the Minimum Retained Premium, if any, shown in the Declarations.
- f. Premium adjustment will be made at the time of cancellation or as soon as practicable thereafter, but cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due.
- g. If we decide not to renew this policy, we will mail or deliver our written notice of nonrenewal to the **first named insured's** last mailing address known to us not less than 30 days before the policy expiration date.
- h. If notice is mailed, proof of mailing will be sufficient proof of notice.

### 5. Changes

This policy may be amended only by a written endorsement to this policy issued by us.

### 6. Duties in the Event of Occurrence, Claim or Suit

- a. You must promptly notify us of any **occurrence** which may result in a claim or **suit** seeking damages under this policy. To the extent possible, notice should include:
  - (1) How, when and where the **occurrence** 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 **occurrence**.

Notice of an **occurrence** is not notice of a claim.

- b. If a claim is made or **suit** is brought against any insured that is reasonably likely to involve the coverage provided by this policy, you must notify us in writing promptly.
- c. You and any other involved insured also 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, settlement, or defense of any claim or **suit** we investigate, settle or defend; and
  - (4) Upon our request, assist us 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, make any admission, or incur any expense, other than for first aid, without our consent.

As used in this Paragraph 6, promptly means as soon as practicable after knowledge of the **occurrence** has been reported to an **executive officer** of the insured, or to the **employee** designated by the insured to give us notice.

## 7. Inspection

We have the right but are not obligated to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give you reports on the conditions that we find. We may also recommend changes. However, we do not undertake to perform the duty of you or any person or organization to provide for the health or safety of your **employees** or the public. We do not warrant the health and safety conditions of your premises or operations, nor do we represent or certify that your premises or operations comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization, which makes insurance inspections, surveys, reports or recommendations for us.

## 8. Legal Action Against Us

No person or organization has the right under this policy:

- 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 under this policy 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 policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

## 9. Maintenance of Underlying Insurance

During the **policy period** you must ensure that:

- a. All **underlying insurance** remains in effect;
- b. The terms, definitions, conditions, and exclusions of all **underlying insurance** do not materially change;
- c. Any renewals or replacements of any **underlying insurance** will not be more restrictive in coverage and will afford limits of insurance equal to or greater than the policy being renewed or replaced;

- d. The total applicable limits of all **underlying insurance** do not decrease, except for any reduction or exhaustion of aggregate limits by payment of judgments or settlements; and
- e. You notify us in writing, as soon as practicable, if any **underlying insurance** is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any **underlying insurance** is changed.

Failure to comply with these requirements will not invalidate this insurance. However, in the event of such failure, we will only be liable to the same extent that we would have been, had you fully complied with these requirements.

#### 10. Named Insureds

- a. The **first named insured** is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy.
- b. Each Named Insured is jointly and severally liable for:
  - (1) All premiums due under this policy; and
  - (2) Any other financial obligations of any Named Insured to us arising out of any agreements contained in this policy.

#### 11. Other Insurance

This insurance is excess over, and will not share or contribute with any **other insurance** whether primary, excess, contingent or on any other basis.

However, this insurance will not seek contribution from any **other insurance** available to an additional insured provided that:

- a. The additional insured is a Named Insured on such **other insurance**;
- b. You have agreed in a written contract or agreement with the additional insured that this insurance would not seek contribution from any **other insurance** available;
- c. **Underlying insurance** includes the person or organization as an additional insured; and
- d. **Underlying insurance** provides coverage to the person or organization on a primary and noncontributory basis.

#### 12. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate, complete and based on information and representations you provided or made to us;
- b. We have issued this policy in reliance upon your information and representations.

#### 13. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and any rights or duties specifically assigned to the **first named insured**, this insurance applies:

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



#### 14. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations of the state or jurisdiction where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations.

#### 15. Trade or Economic Sanctions

This insurance applies except to the extent coverage is in violation of any trade or economic sanction, embargo or similar regulation imposed by the United States of America.

#### 16. Transfer of Rights of Recovery Against Others to Us

- a. If any 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 will do all that is necessary to secure such rights and must help us enforce them. The insured will do nothing after loss to prejudice such rights.

We have the right to recover our payments from anyone liable for injury or damage covered by this policy. We waive any right of recovery we may have against a person or organization, if you waive any right of recovery against such a person or organization in a written contract, but only if such contract was executed prior to injury or damage.

- b. Any recoveries shall be applied as follows:

- (1) Any person or organization, including the insured, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
- (2) We then will be reimbursed up to the amount we have paid; and
- (3) Lastly, any person or organization, including the insured, that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred by us in the exercise of the rights of recovery shall be apportioned among the persons or organizations, including the insured, in the ratio of their respective recoveries as finally settled.

#### 17. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property. However, in such event, notice of cancellation of this policy sent to the **first named insured** and mailed to the last mailing address known to us will be sufficient notice to effect cancellation of this policy.

#### 18. Unintentional Failure to Disclose

There will be no coverage under this policy for hazards you fail to disclose at the inception of the **policy period**, except that unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report the hazard to us as soon as practical after discovering the failure to disclose.

#### 19. When Loss is Payable

Coverage under this policy will not apply unless and until the insured or the **underlying insurer** has paid or is obligated to pay the full amount of the **retained limit**. However, when an agreed settlement or final judgment has been determined, we will promptly pay on behalf of the insured those sums falling within the terms of this policy.

You will promptly reimburse us for any amount within the Self-Insured Retention paid by us on your behalf.

## SECTION VII – DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.
2. **Auto** means:
  - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

3. **Bodily injury** means physical injury, sickness or disease, including death of a person. **Bodily injury** also means mental injury, mental anguish, humiliation, or shock if resulting from physical injury, sickness, or disease to that person.
4. **Covered auto** means only an **auto** for which coverage is provided by **underlying insurance**.
5. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
6. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
7. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. **First named insured** means the person or organization shown as the Named Insured in the Declarations or, if more than one name appears, the Named Insured listed first in the Declarations.
9. **Fungi** means any type or form of fungus including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by **fungi**.
10. **Hostile fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
11. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
  - a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
  - a. The repair, replacement, adjustment, or removal of **your product** or **your work**; or

- b. Your fulfilling the terms of the contract or agreement.

**12. Insured contract** means:

- a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your **employees**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates you or any of your **employees** to pay for **property damage** to any **auto** rented or leased by you or any of your **employees**; or
- g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization, provided the **bodily injury** or **property damage** is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraphs **f.** and **g.** above do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That pertains to the loan, lease or rental of an **auto** to you or any of your **employees**, if the **auto** is loaned, leased or rented with a driver;
- (3) That holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for your use of a **covered auto** over a route or territory that the person or organization is authorized to serve by public authority;
- (4) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (5) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (4) above and supervisory, inspection, architectural or engineering activities.

- 13. Leased worker** means a person leased to you by a labor leasing firm, under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

**14. Loading or unloading** means the handling of property:

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

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

**15. Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers; and
- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where such vehicles are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

**16. Occurrence** means, with respect to:

- a. **Bodily injury** or **property damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one **occurrence**;
- b. **Personal and advertising injury**, an offense or series of related offenses. All damages that arise from the same act, publication or general conditions are considered to arise out of the same **occurrence**, regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants;
- c. Employee Benefits Liability, an act, error or omission or a series of related acts, errors or omissions negligently committed in the administration of the Named Insured's employee benefit program.

**17. Other insurance** means any valid and collectible policies of insurance providing coverage for damages covered in whole or in part by this policy.

**Other insurance** does not include **underlying insurance**, any amount shown in the Declarations as a Self-Insured Retention or any insurance specifically written as excess over this policy.

**18. Personal and advertising injury** means injury arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your **advertisement**; or
- g. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.

**Bodily injury** that arises out of **personal and advertising injury** will be considered **personal and advertising injury**.

**19. Policy period** means the period of time from the effective date of this policy shown in **Item 2.** of the Declarations to the earlier of the expiration, termination or cancellation date of this policy.

**20. Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**21. Products-completed operations hazard:**

- a. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. **Your work** will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

b. This hazard does not include **bodily injury** or **property damage** arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you created by the **loading or unloading** of that vehicle by any insured; or
- (2) The existence of tools, uninstalled equipment, or abandoned or unused materials.

**22. Property damage** means:

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

For the purposes of this insurance, **electronic data** is not tangible property.

**23. Retained limit** means as to each **occurrence** the greater of:

- a. The total applicable limits of the **underlying insurance** plus any **other insurance** available to the insured; or
- b. The Self-Insured Retention shown in the Declarations as a result of any one **occurrence** not covered by **underlying insurance** nor any **other insurance**. The Self-Insured Retention does not apply to **occurrences** that would have been covered by **underlying insurance** but for the exhaustion of applicable limits.

**24. Spouse** means any husband, wife or partner in a marriage or civil union or any person qualifying as a domestic partner under any federal, state or local laws or under the Named Insured's employee benefit program.

**25. Suit** means a civil proceeding in which damages because of any liability to which this insurance applies are alleged.

**Suit** includes:

- a. An arbitration proceeding in which such damages are claimed and can be awarded and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and can be awarded and to which the insured submits with our consent.

**26. Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

**27. Underlying insurance** means the policy or policies of insurance or self-insurance listed in the Declarations under the Schedule of Underlying Insurance.

**28. Underlying insurer** means any insurer who provides **underlying insurance**.

**29. Volunteer worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and who is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**30. Your product:**

**a. Means:**

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and

(2) The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**31. Your work:**

**a. Means:**

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts, or equipment furnished in connection with such work or operations.

**b. Includes:**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and

(2) The providing of or failure to provide warnings or instructions.

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

**NEW YORK CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

- I. If you are an individual and a **covered auto** you own is predominantly used for nonbusiness purposes, Paragraph 4. of **SECTION VI – CONDITIONS** is deleted and replaced by the following:

**ENDING THIS POLICY**

**A. Cancellation**

1. You may cancel the entire policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel the entire policy for any reason provided we mail you notice within this period. If we cancel for nonpayment of premium, we will:

- a. Mail you at least 15 days notice; and
- b. Inform you of the amount due.

Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation. If we cancel for any other reason, we will mail you a least 20 days notice.

3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel it or any insurance deemed severable only for one or more of the following reasons:
  - a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform you of the amount due. If we cancel for this reason, we will mail you at least 15 days' notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation.
  - b. Your driver's license or that of a driver who lives with you or customarily uses the **covered auto** has been suspended or revoked during the **policy period**, other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the Vehicle and Traffic Law, or one or more administrative suspensions arising out of the same incident which has or have been terminated prior to the effective date of cancellation. If we cancel for this reason we will mail you at least 20 days' notice.
  - c. We replace this policy with another one providing similar coverages and the same limits for a **covered auto** of the private passenger type. The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier. This paragraph applies only to renewal policies.
  - d. This policy was obtained through fraud or material misrepresentation. If we cancel for this reason, we will mail you at least 20 days notice.
  - e. Any insured made a fraudulent claim. If we cancel for this reason, we will mail you at least 20 days notice.



If one of the reasons listed in this Paragraph **3.** exists, we may cancel the entire policy.

For policies written for a period of more than one year or without a fixed expiration date, we may cancel for the reasons in Paragraphs **a.** through **e.** above, subject to New York Laws, only at an anniversary of its original effective date. If we cancel such a policy, we will mail you at least 45 but not more than 60 days notice.

4. Instead of cancellation, we may condition continuation of this policy on a change of limits or elimination of any other coverage not required by law. If we do this we will mail you notice at least 20 days before the date of the change.
5. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
6. If this policy is cancelled, we will send you any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

#### **B. Nonrenewal**

1. If this policy is written for a period of less than one year and we decide, subject to New York Laws, not to renew or continue it, or to condition renewal or continuation on a reduction of Liability Coverage or elimination of any other coverage, we will mail or deliver to you written notice at least 45 but not more than 60 days before the end of the **policy period**.
2. We will have the right not to renew or continue a particular coverage, subject to New York Laws, only at the end of each 12-month period following the effective date of the first of the successive **policy periods** in which the coverage was provided.
3. We do not have to mail notice of nonrenewal if you, your agent or broker or another insurance company informs us in writing that you have replaced this policy or that you no longer want it.

#### **C. Mailing of notices**

We will mail or deliver our notice of cancellation, reduction of limits, elimination of coverage or nonrenewal to the address shown on the policy. However, we may deliver any notice instead of mailing it. If notice is mailed, a United States Postal Service certificate of mailing will be sufficient proof of notice.

### **II. For all policies other than those specified in Section I. of this endorsement, Paragraph 4. of SECTION VI – CONDITIONS is deleted and replaced by the following:**

- A. 1.** The **first named insured** shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

#### **2. Cancellation of policies in effect**

##### **a. 60 days or less:**

We may cancel this policy by mailing or delivering to the **first named insured** written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.a.(3)** or Paragraph **A.2.b.** below.
- (2) 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph **A.2.b.** below.

- (3) 20 days before the effective date of cancellation if we cancel because one or more underlying policies providing primary or intermediate coverage were cancelled where:

(a) Such cancellation is based upon Paragraphs **A.2.b.(1)** through **A.2.b.(8)** below; and

(b) Such policies are not replaced without lapse.

**b. For more than 60 days:**

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed below, provided we mail the **first named insured** written notice at least 15 days before the effective date of cancellation:

- (1) Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the **first named insured** of the amount due;
- (2) Conviction of a crime arising out of acts increasing the hazard insured against;
- (3) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;
- (4) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current **policy period**;
- (5) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- (6) Cancellation is required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
- (7) A determination by the Superintendent that the continuation of the policy would violate or would place us in violation of, any provision of the Insurance Code;
- (8) Suspension or revocation during the required **policy period** of the driver's license of any person who continues to operate a **covered auto** other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation; or
- (9) Cancellation of one or more of the underlying policies providing primary or intermediate coverage where:

(a) Such cancellation is based upon Paragraphs (1) through (8) of this Paragraph **A.2.b**; and

(b) Such policies are not replaced without lapse.

3. We will mail or deliver our notice, including the reason for cancellation, to the **first named insured** at the address shown in the policy and to the authorized agent or broker.
4. The **policy period** will end on the day and hour stated in the cancellation notice.
5. 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 and will be subject to the Minimum Retained Premium, if any, shown in the Declarations.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

6. Regardless of the number of days this policy has been in effect, if:

- a. This policy covers **covered autos** subject to the provisions of Section 370 of the New York Vehicles and Traffic Laws; and
- b. The Commissioner of the Department of Motor Vehicles deems this policy to be insufficient for any reason;

we may cancel this policy by giving you notice of such insufficiency 45 days before the effective date of cancellation to permit you to replace this policy.

7. The effective date of cancellation stated in the notice shall become the end of the **policy period**.

8. Notice will include the reason for cancellation. We will mail or deliver our notice to the **first named insured** at the address shown in the policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.

#### **B. 1. Nonrenewal**

If we decide not to renew this policy we will send notice as provided in Paragraph **B.3.** below.

#### **2. Conditional renewal**

If we conditionally renew this policy subject to:

- a. A change of limits;
- b. A change in type of coverage;
- c. A reduction of coverage;
- d. An increased deductible;
- e. An addition of exclusion; or
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, retrospective rating or audit;

we will send notice as provided in Paragraph **B.3.** below.

We may conditionally renew this policy subject to the requirements stipulated by the **Maintenance of Underling Insurance** Condition **9.** of **SECTION VI – CONDITIONS**. Failure to comply with the aforementioned condition as of the expiration date of the policy, or 60 days after mailing or delivering the notice of conditional renewal, the conditional renewal shall be deemed to be an effective notice of nonrenewal.

#### **3. Notices of nonrenewal and conditional renewal**

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **B.1.** and **B.2.** above, we will mail or deliver written notice to the **first named insured** shown in the Declarations at least 30 but not more than 120 days before:

- (1) The expiration date; or

- (2) The anniversary date if this is a continuous policy.
- b. Notice will be mailed or delivered to the **first named insured** at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.
  - c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
  - d. If we violate any of the provisions of Paragraph **B.3.a.**, **B.3.b.** or **B.3.c.** above by sending the **first named insured** an incomplete or late conditional renewal notice or a late nonrenewal notice:
    - (1) And if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the **first named insured**, during this 60 day period, has replaced the coverage or elects to cancel.
    - (2) And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another **policy period**, at the lower of the current rates or the prior period's rates, unless the **first named insured** during this additional **policy period**, has replaced the coverage or elects to cancel.
  - e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
    - (1) Upon expiration of the 60 day period; or
    - (2) Notwithstanding the provisions in Paragraphs **d.(1)** and **d.(2)**, as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.
  - f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.
- C. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **B.3.d.** above.
- D. The last sentence of Paragraph 7. of **SECTION III – LIMITS OF INSURANCE** does not apply when the **policy period** is extended because we sent the **first named insured** an incomplete or late conditional renewal notice or a late nonrenewal notice.

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**Schedule**

**Number of Days' Notice:** 90 days, Except 10 Days for Non-Payment of Premium

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in either Paragraph **4.b.** of **SECTION VI – CONDITIONS** or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule of this endorsement.

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

**PROFESSIONAL HEALTH CARE SERVICES BY EMPLOYEES  
OR VOLUNTEER WORKERS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**A.** Paragraph **4.a.(1)(d)** of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

**(d)** Arising out of his or her providing or failing to provide professional health care services. However, any **employee** or **volunteer worker** of the Named Insured who is a **designated health care provider** is an insured under this policy with respect to **bodily injury** or **personal and advertising injury** that:

**(i)** Arises out of the providing of or failure to provide professional health care services; and

**(ii)** Occurs in the course of and within the scope of such **employee's** or **volunteer worker's** employment by the Named Insured.

**B.** With respect to coverage provided to **employees** and **volunteer workers** providing professional health care services, the following exclusion is added to **SECTION V – EXCLUSIONS**:

**Professional Health Care Services by Employees and Volunteer Workers**

Any **bodily injury** or **personal and advertising injury** arising out of:

- a.** Liability assumed under an **insured contract** or any other contract or agreement;
- b.** Liability arising out of the providing of professional health care services in violation of law;
- c.** Liability arising out of the providing of professional health care services while in any degree under the influence of intoxicants or narcotics;
- d.** Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or
- e.** Punitive or exemplary damages, fines or penalties.

**C.** The following definition is added to **SECTION VII – DEFINITIONS**:

**Designated health care provider** means any **employee** or **volunteer worker** of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**CRISIS MANAGEMENT COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**Schedule**

<b>Crisis Management Expense Aggregate Limit:</b>	<b>\$ 250,000</b>
<b>Liberty Mutual Preferred Public Relations Vendor:</b>	<b>Weber Shandwick</b>
<b>Liberty Mutual Claims:</b>	<b>1-800-362-0000</b>

For purposes of coverage afforded by this endorsement only:

**A. The following is added to SECTION I – COVERAGES:**

**CRISIS MANAGEMENT**

We will pay those sums necessary to reimburse you, or pay on your behalf, **crisis management expenses** arising from an **insured crisis event** to which this insurance applies. However:

**a. This insurance applies only if:**

- (1) The insured crisis event commences during the policy period;**
- (2) The insured crisis event did not arise out of any fact, circumstance, pre-existing condition, or situation, that you, prior to the inception date of this policy, knew, or reasonably should have known, could lead to, cause or result in an insured crisis event;**
- (3) You notify us by telephone at the number listed for Liberty Mutual Claims as shown in the Schedule above within 7 days of the insured crisis event;**
- (4) The crisis management expenses are first incurred within 15 days after the insured crisis event commences;**
- (5) The crisis management expenses are not incurred more than 120 days after the commencement of the insured crisis event; and**
- (6) A claim for reimbursement of crisis management expenses is submitted within 120 days after incurring such crisis management expenses.**

**b. We will have no duty under this Crisis Management Coverage to defend the insured against any claim, suit or action seeking damages.**

**c. Payment of any crisis management expenses under the Crisis Management Coverage endorsement is in addition to, and will not reduce, any other Limits of Insurance under this policy, and will not be determinative of our obligations under this policy with respect to any claim or suit, including any duty to defend or indemnify any insured for such claim or suit.**

- d. The amount we will pay is limited as described in Paragraph **B.** of the Crisis Management Coverage endorsement.
- e. An **insured crisis event** will be deemed to commence at the time when any of your **key executives** first become aware of the man-made emergency situation that resulted in the **insured crisis event**.

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

The Crisis Management Expense Aggregate Limit shown in the Schedule of the Crisis Management Coverage endorsement is the most we will pay for the sum of all **crisis management expenses** to which this endorsement applies, regardless of the number of:

- 1. Insureds;
- 2. **Insured crisis events**;
- 3. Persons or organizations making claims.

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

**Newly Acquired or Formed Organizations**

**Crisis management expenses** incurred by any organization you newly acquire, control or form, if the **insured crisis event** which led to such **crisis management expenses** commenced before you acquired, controlled or formed such organization.

**Infectious Diseases or Illnesses**

**Crisis management expenses** arising out of any infectious diseases or illnesses caused by any bacterium, virus, or **fungus**. However, this exclusion does not apply to **crisis management expenses** arising out of food-borne illnesses.

**Intentional Acts by You**

Intentional acts by you or your **employees**, provided that such acts were performed with the knowledge that it would directly lead to an **insured crisis event**.

**D. The following are added to SECTION VII – DEFINITIONS:**

**Insured crisis event** means an **occurrence** resulting from a man-made emergency situation, including, but not limited to:

- a. Intentional acts, except those committed by you or your **employees**, such as arson, a bombing, the taking of hostages, a mass shooting, or terrorism (if coverage under the Terrorism Risk Insurance Act is elected under the policy);
- b. A building, structure or equipment collapse;
- c. An automobile, watercraft or aircraft accident;
- d. Spread of food-borne illness; or
- e. An explosion;

that a **key executive** reasonably believed in good faith has resulted, or may result, in:

- a. **(1)** Damages, in excess of the **retained limit** because of **bodily injury** or **property damage** to which this insurance applies; or



- (2) Multiple deaths, burns, dismemberment injuries, traumatic brain injuries, permanent paralysis injuries; and

b. Significant adverse regional or national media coverage about you.

#### **Crisis management expenses**

a. Means the following reasonable and necessary fees and expenses following an **insured crisis event**:

- (1) Expenses incurred directly by our Liberty Mutual Preferred Public Relations Vendor shown in the Schedule for the purpose of maintaining and restoring public confidence in you.
- (2) Expenses incurred by the public relations vendor that was held on retainer by you at the time of the **insured crisis event** for providing public relations and media management services, but only for those expenses required for the purpose of maintaining and restoring public confidence in you related to the **insured crisis event**.
- (3) Expenses incurred directly by your operations for the purpose of maintaining and restoring public confidence in you. These expenses may include printing, advertising, or mailing of materials to manage reputational risk.
- (4) Costs of overtime paid to your regular non-salaried **employees** and costs incurred by your **employees**, including costs of transportation and accommodations, for the purpose of providing public relations and media services.
- (5) Expenses you advance to third parties directly harmed by the **insured crisis event** for the purpose of mitigating the harm. These expenses may include funeral, psychological or grief counseling, temporary living, and travel expenses.

b. Does not include:

- (1) Any damages imposed upon any insured, including but not limited to any fine, sanction, penalty or punitive or exemplary damages, plus any equitable, injunctive or other non-monetary relief.
- (2) Any expenses you incur in the investigation, defense or settlement of a claim or **suit for bodily injury, property damage or personal and advertising injury** arising out of an **insured crisis event**.
- (3) The base salary or wages of any of your **employees**.
- (4) Any ransom payment or other expense incurred to meet a demand made to redeem a hostage or captive.
- (5) Expenses incurred by any public relations or crisis management firm that is not listed as a Liberty Mutual Preferred Public Relations Vendor in the Schedule, or that was not held on retainer by you at the time of the **insured crisis event**.
- (6) Any retainers or other contracted fees you paid a professional crisis management firm, public relations, media relations, or similar firm prior to an **insured crisis event**.
- (7) Damages arising out of any employment-related practices, such as refusal to employ, termination, or any other practices, policies, acts or omissions, such as coercion, demotion, failure to promote, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at any person.

**Key executive** means:

a. Chief Executive Officer;

- b. Chief Operating Officer;
- c. Chief Financial Officer;
- d. President;
- e. General Counsel or Chief Legal Officer;
- f. General Partner (if you are a partnership) or Sole Proprietor (if you are a proprietorship);
- g. Any person acting in the same capacity as any position listed in Paragraphs **a.** through **e.** above; and
- h. Any risk manager responsible for insurance matters, or any other lawfully elected or appointed **executive officer**, official, director, trustee or commissioner that is responsible for insurance matters.

**E. The following is added to SECTION VI – CONDITIONS:**

**Duties in the Event of an Insured Crisis Event**

- a. In the event you did not have a public relations or crisis management firm held on retainer at the time of the **insured crisis event** and would like to utilize a Liberty Mutual Preferred Public Relations Vendor, you must notify both the Liberty Mutual Preferred Public Relations Vendor and Liberty Mutual Claims at the phone number listed in the Schedule within 7 days of an **insured crisis event**.

Due to the emergent nature of claims under this coverage, there may be circumstances in which expenses are incurred by a Liberty Mutual Preferred Public Relations Vendor prior to our having the opportunity to determine whether those expenses will be covered under this policy. In those circumstances, we will reimburse or pay expenses incurred for services from our Liberty Mutual Preferred Public Relations Vendor prior to our making a coverage determination. We reserve the right to decline expenses incurred after we have informed you that the claim is not covered.

- b. In the event you choose to use the public relations or crisis management vendor that you held on retainer at the time of the **insured crisis event**, you must notify Liberty Mutual Claims at the phone number listed in the Schedule within 7 days of an **insured crisis event**.
- c. Additionally, you must provide us with written notice as soon as practicable. To the extent possible, such written notice should include:
  - (1) How, when and where the **insured crisis event** took place;
  - (2) The names and addresses of any affected parties and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the **insured crisis event**.

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**ALIENATED PREMISES COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Paragraph **b.** of Exclusion **6. Damage to Property** of **SECTION V – EXCLUSIONS** is deleted and replaced by the following:

- b.** Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises, and results from one or more hazards that were known by you, or should have reasonably been known by you, at the time the property was sold, given away or abandoned.

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

The following exclusion is added to **SECTION V – EXCLUSIONS:**

**Communicable Disease**

Any liability arising out of the actual or alleged transmission of a communicable disease.

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

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

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**DAMAGE FIRST OCCURRING  
PRIOR TO POLICY PERIOD EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

The following exclusion is added to **SECTION V – EXCLUSIONS:**

**Damage First Occurring Prior to Policy Period**

This insurance does not apply to **bodily injury** or **property damage** within the **products-completed operations hazard** if the injury or damage first occurred prior to the effective date of this policy.

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**SCHEDULED ENDORSEMENT EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

The following exclusion is added to **SECTION V – EXCLUSIONS**:

This insurance does not apply to any liability excluded from **underlying insurance** by the endorsement(s) listed in the Schedule of this endorsement, even if such endorsement is removed or revised on or after the effective date of the **underlying insurance**.

**Schedule**

**Endorsement Name:** Non-Cumulation of Liability (Same Occurrence)  
**Endorsement Number:** **LC 25 13 08 08**  
**Insurer:** Liberty Mutual Fire Insurance Company  
**Policy Type:** General Liability  
**Policy Number:** TB2-681-041343-361  
**Policy Period:** 01/01/2021 - 01/01/2022

**Endorsement Name:**  
**Endorsement Number:**  
**Insurer:**  
**Policy Type:**  
**Policy Number:**  
**Policy Period:**

**Endorsement Name:**  
**Endorsement Number:**  
**Insurer:**  
**Policy Type:**  
**Policy Number:**  
**Policy Period:**

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL  
INFORMATION AND DATA-RELATED LIABILITY EXCLUSION –  
WITH LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

- A.** Exclusion **10.** of **SECTION V – EXCLUSIONS** is deleted.
- B.** The following exclusion is added to **SECTION V – EXCLUSIONS**:

**Access or Disclosure of Confidential or Personal Information and Data-Related Liability**

Any liability arising out of:

- a.** Any access to or the actual, threatened or potential release, disclosure or distribution of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b.** The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate **electronic data**.

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 that which is described in Paragraph **a.** or **b.** above.

However, this exclusion does not apply to damages because of **bodily injury** arising from the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate **electronic data**.

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**FOREIGN LIABILITY LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

- A.** For the purpose of this endorsement, Paragraph **2.b.** of **SECTION I – COVERAGES** is deleted and replaced by the following:
- b.** The **bodily injury, property damage or personal and advertising injury** is caused by an **occurrence**; and
- B.** The following exclusion is added to **SECTION V – EXCLUSIONS**:

**Foreign Liability**

Any liability caused by an **occurrence** that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

However, this exclusion does not apply to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**.



Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**UNIMPAIRED AGGREGATE**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

The following is added to Paragraph **23.** of **SECTION VII – DEFINITIONS:**

The **retained limit** will be reduced only by payment of judgments or settlements caused by an **occurrence** arising out of your business during the **policy period**.

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**PESTICIDE OR HERBICIDE APPLICATOR – POLLUTION LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

The following is added to **SECTION V – EXCLUSIONS**:

Exclusion **19.a.** does not apply to **bodily injury** or **property damage** arising out of pesticide or herbicide application to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**.

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**PRODUCTS – COMPLETED OPERATIONS HAZARD REDEFINED**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**Schedule**

**Description of Premises and Operations:** All locations owned or operated by you where "your products" are sold for consumption on or off your premises

With respect to **bodily injury** or **property damage** arising out of **your products** manufactured, sold, handled or distributed:

1. On, from, or in connection with the use of any of your premises described in the Schedule of this endorsement, or
2. In connection with the conduct of any of your operations described in the Schedule of this endorsement, when conducted by you or on your behalf

Paragraph **a.** of the definition of **products-completed operations hazard** in **SECTION VII – DEFINITIONS** is deleted and replaced by the following:

**21. Products-completed operations hazard:**

- a.** Includes all **bodily injury** and **property damage** that arises out of **your products** if the **bodily injury** or **property damage** occurs after you have relinquished possession of those products.

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

**NEW YORK CHANGES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM**

**A. The following is added to Paragraph 1. of SECTION IV – DEFENSE AND SUPPLEMENTARY PAYMENTS:**

When we have a duty to defend, we will defend the insured against any **suit** seeking those damages even if the allegations of the **suit** are groundless, false or fraudulent.

**B. The following is added to Paragraph 13. of SECTION V – EXCLUSIONS:**

This exclusion does not apply to **bodily injury** arising out of discrimination based solely on disparate impact or vicarious liability.

**C. Only with respect to liability arising out of the ownership, maintenance or use of covered autos, the following are added to Paragraph 4. of SECTION IV – DEFENSE AND SUPPLEMENTARY PAYMENTS:**

**g.** All expenses incurred by an insured for first aid to others at the time of an **occurrence**.

**h.** The cost of appeal bonds.

**D. SECTION VI – CONDITIONS is revised as follows:**

**1. The following is added to Paragraph 6. Duties in the Event of Occurrence, Claim or Suit:**

Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

**2. Paragraph 8. is deleted and replaced by the following:**

**8. Legal Action Against Us**

**a.** Except as provided in Paragraph **b.** below, no person or organization has the right under this policy:

**(1)** To join us as a party or otherwise bring us into a **suit** asking for damages from an insured; or

**(2)** To sue us under this policy 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 policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**b.** With respect to all claims, other than **property damage** claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

(1) Brings an action to declare the rights of the parties under the policy; and

(2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

3. Paragraph **2.c.** under **Audit and Premium** is deleted and replaced by the following:

c. If a rate is shown on Declarations, the Advance Premium shown in the Declarations is an estimated 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 premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500. 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**, subject to the Minimum Retained Premium, if any, shown in the Declarations, for each twelve months of the **policy period**.

4. Except as provided in Paragraph **3.** above, Paragraph **2.e.** continues to apply.

5. The following is added to **12. Representations**:

We do not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss or damage for which coverage is sought under this policy.

However, with respect to liability arising out of the ownership, maintenance, or use of **covered autos**, we will provide coverage to such insured for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages are otherwise covered under the policy.

6. The following is added to **6. Duties in the Event of Occurrence, Claim or Suit**:

Failure to give notice to us as required under this policy shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

7. Paragraph **3.** is deleted and replaced by the following:

### **3. Bankruptcy or Insolvency**

Your, your estate or any **underlying insurer's** bankruptcy, insolvency or inability to pay shall neither relieve nor increase our obligations under this policy.

However, under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation of **underlying insurance**. This insurance will apply as if the **underlying insurance** were in full effect.

**E. SECTION VII – DEFINITIONS** is revised as follows:

Definition **14. Loading or unloading** does not apply.

**F.** The following provision is added:

It is hereby understood and agreed that, notwithstanding anything in this policy to the contrary, with respect to such insurance as is afforded by this policy, the terms of this policy, as respects coverage for operations in the

State of New York, must conform to the coverage requirements of the applicable insurance laws of the State of New York or the applicable regulations of the New York Department of Financial Services; provided, however, that the company's limits of insurance, as stated in this policy, are excess of the limits of any **underlying insurance** or in any attached endorsement.

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

**NEW YORK TRANSFER OF DUTIES  
WHEN A LIMIT OF INSURANCE IS USED UP**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

The following condition is added to **SECTION VI – CONDITIONS:**

**Transfer of Duties When a Limit of Insurance is Used Up**

- a. If we conclude that, based on **occurrences**, offenses, claims or **suits** which have been reported to us and to which this insurance may apply, the:

- (1) General Aggregate Limit;
- (2) Products-Completed Operations Aggregate Limit; or
- (3) Each Occurrence Limit;

is likely to be used up in the payment of judgments or settlements, or supplementary payments if applicable, we will notify the **first named insured**, in writing, to that effect.

- b. When a limit of insurance described in Paragraph **a.** above has actually been used up in the payment of judgments or settlements, or supplementary payments if applicable:

- (1) We will notify the **first named insured**, in writing, as soon as practicable, that:

- (a) Such a limit has actually been used up; and
- (b) Our duty to defend **suits** seeking damages subject to that limit has also ended.

- (2) If we have a duty to defend we will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and **suits** seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and **suits**.

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such **suits** until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or **suit** seeking damages that would have been subject to that limit, had it not been used up, if the claim or **suit** is reported to us after that limit of insurance has been used up.

- (3) The **first named insured**, and any other insured involved in a **suit** seeking damages subject to that limit, must arrange for the defense of such **suit** within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such **suit** must be made as soon as practicable.

- c. The **first named insured** will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph **b.(2)** above.

The duty of the **first named insured** to reimburse us will begin on:

- (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with Paragraph **a.** above; or
  - (2) The date on which we sent notice in accordance with Paragraph **b.(1)** above, if we did not send notice in accordance with Paragraph **a.** above.
- d. The exhaustion of any limit of insurance by the payments of judgments or settlements, or supplementary payments if applicable, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this condition.



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

**NEW YORK CHANGES – SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

The following exclusion is added to **SECTION V – EXCLUSIONS**:

**Silica or Silica-Related Dust**

- a. **Bodily injury** arising from the known health hazards of **silica** and arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, **silica** or **silica-related dust**.
- b. **Property damage** arising from the known health hazards of **silica** and arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, **silica** or **silica-related dust**.
- c. **Personal and advertising injury** arising from the known health hazards of **silica** and 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**.
- d. 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, remediation 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.

For the purpose of this endorsement:

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

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**NEW YORK CHANGES – FUNGI OR BACTERIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**A.** Exclusion **15.** of **SECTION V – EXCLUSIONS** is deleted.

**B.** Paragraph **9.** of **SECTION VII – DEFINITIONS** is deleted.

However, this amendment only applies to any liability caused by an **occurrence** arising out of fungi or bacteria that takes place in the state of New York.

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**NON-EMPLOYMENT DISCRIMINATION LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

The following exclusion is added to **SECTION V – EXCLUSIONS**:

**Non-Employment Discrimination**

Any liability arising out of discrimination on the basis of race, creed, national or ethnic origin, age, gender, sexual orientation, marital status, religion, physical capabilities, characteristics or condition, or mental capabilities or condition.

However, this exclusion does not apply to the extent **underlying insurance** provides such coverage for claims or **suits** that allege damages arising from discrimination based solely on disparate impact or vicarious liability. Coverage under this policy will be no broader than that provided by **underlying insurance**.

Notwithstanding the above, regardless of the terms of the **underlying insurance**, this insurance does not apply to:

1. Discrimination that is:
  - a. Intentionally committed by the insured;
  - b. Committed by, at the direction of or with the knowledge or consent of any insured; or
  - c. Prohibited to be insured by applicable law or public policy.
2. Liability for the cost of making accommodations required by the Americans with Disabilities Act of 1990, or any amendment thereto, or any similar federal, state, or local law, including but not limited to any facility alterations or the acquisition or modification of equipment or devices; and
3. Liability arising from employment-related practices as set out in Exclusion **13**. of this policy.

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**CERTIFIED ACTS OF TERRORISM EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

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

**Terrorism**

**Any injury or damage** arising, directly or indirectly, out of a **certified act of terrorism**.

**B. The following definitions are added to SECTION VII – DEFINITIONS:**

**Any injury or damage** means any injury or damage covered by this insurance in excess of the **underlying insurance**, and includes but is not limited to **bodily injury, property damage or personal and advertising injury** as may be defined in this policy or **underlying insurance**.

**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:

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

**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 policy.**

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**Schedule**

<b>Name of Other Person(s)/ Organization(s):</b>	<b>Email Address or Mailing Address:</b>	<b>Number of Days Notice:</b>
Per schedule on file with the broker	Per schedule on file with the broker	30

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event shall the notice period applicable to the third party exceed the notice to the **first named insured**.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

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

**FUNGI OR BACTERIA LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Exclusion **15.** of **SECTION V – EXCLUSIONS** does not apply to:

- a. Bodily injury or personal and advertising injury** that is covered by **underlying insurance**; or
- b. Property damage** that is covered by **underlying insurance** to **your work** that arises out of it or any part of it and is included in the **products-completed operations hazard** if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

Coverage under this policy will be no broader than that provided by **underlying insurance**.

## Kentucky Notice to Policyholders

This policy includes a surcharge that has been added to your insurance premium as required by Kentucky Revised Statutes 136.392.

Currently, Section 136.392(1)(a) of KRS imposes a surcharge of \$1.50 per \$100 of premium for insurance coverage provided to policyholders with exposures in Kentucky. Effective April 1, 2010 this surcharge amount is increased from \$1.50 to \$1.80 per \$100 of premium. The funds collected from the surcharge will provide sufficient funds for the uses and purposes of the Firefighters Foundation Program fund and the Law Enforcement Foundation Program fund.

Insurance companies have been directed to collect this surcharge from their policyholders. We will collect the surcharge at the same time that we bill and collect your premium. The amount will be identified on your policy as "Kentucky Surcharge".

**LIBERTY MUTUAL GROUP CALIFORNIA PRIVACY NOTICE**  
Commercial Lines (excluding Workers' Compensation)  
(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) to review the applicable Liberty Mutual privacy notice.

**What Data Does Liberty Mutual Gather?**

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code § 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

**How We Get the Personal Data:**

We gather your personal data <b>directly from you</b> . For example, you provide us with data when you:	We also gather your personal data <b>from other people</b> . For example:
▪ ask about, buy insurance or file a claim	▪ your insurance agent or broker
▪ pay your policy	▪ your employer, association or business (if you are insured through them)
▪ visit our websites, call us, or visit our office	▪ our affiliates or other insurance companies about your transactions with them



	<ul style="list-style-type: none"> <li>▪ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property</li> </ul>
	<ul style="list-style-type: none"> <li>▪ other public directories and sources</li> </ul>
	<ul style="list-style-type: none"> <li>▪ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, expert loss adjustors and claim handlers</li> </ul>
	<ul style="list-style-type: none"> <li>▪ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data</li> </ul>

For information about how we have collected personal data in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **How Does Liberty Mutual Use My Data?**

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>
<b>Market, sell and provide insurance.</b> This includes for example: <ul style="list-style-type: none"> <li>▪ calculating your premium;</li> <li>▪ determining your eligibility for a quote;</li> <li>▪ confirming your identity and service your policy;</li> </ul>	<ul style="list-style-type: none"> <li>▪ Identifiers</li> <li>▪ Personal Information</li> <li>▪ Protected Classification Characteristics</li> <li>▪ Commercial Information</li> <li>▪ Internet or other similar network activity</li> <li>▪ Professional or employment related information</li> <li>▪ Inferences drawn from other personal information</li> <li>▪ Risk data</li> <li>▪ Claims data</li> </ul>
<b>Manage your claim.</b> This includes, for example: <ul style="list-style-type: none"> <li>▪ managing your claim, if any;</li> <li>▪ conducting claims investigations;</li> <li>▪ conducting medical examinations;</li> <li>▪ conducting inspections, appraisals;</li> <li>▪ providing roadside assistance;</li> <li>▪ providing rental car replacement, or repairs;</li> </ul>	<ul style="list-style-type: none"> <li>▪ Identifiers</li> <li>▪ Personal Information</li> <li>▪ Protected Classification Characteristics</li> <li>▪ Commercial Information</li> <li>▪ Internet or other similar network activity</li> <li>▪ Professional or employment related information</li> <li>▪ Inferences drawn from other personal information</li> <li>▪ Risk data</li> <li>▪ Claims data</li> </ul>
<b>Day to Day Business and Insurance Operations.</b> This includes, for example: <ul style="list-style-type: none"> <li>▪ creating, maintaining, customizing and securing accounts;</li> <li>▪ supporting day-to-day business and insurance related functions;</li> <li>▪ doing internal research for technology development;</li> <li>▪ marketing and creating products and services;</li> <li>▪ conducting audits related to a current contact with a consumer and other transactions;</li> </ul>	<ul style="list-style-type: none"> <li>▪ Identifiers</li> <li>▪ Personal Information</li> <li>▪ Protected Classification Characteristics</li> <li>▪ Commercial Information</li> <li>▪ Internet or other similar network activity</li> <li>▪ Professional or employment related information</li> <li>▪ Inferences drawn from other personal information</li> <li>▪ Risk data</li> <li>▪ Claims data</li> </ul>

<ul style="list-style-type: none"> <li>as described at or before the point of gathering personal data or with your authorization;</li> </ul>	
<p><b>Security and Fraud Detection.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>detecting security issues;</li> <li>protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs</li> <li>help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management;</li> <li>supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>
<p><b>Regulatory and Legal Requirements.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>controls and access rights management;</li> <li>to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred;</li> <li>exercising and defending our legal rights and positions;</li> <li>to meet Liberty contract obligations;</li> <li>to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;</li> <li>as otherwise permitted by law.</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>
<p><b>Improve Your Customer Experience and Our Products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>improve your customer experience, our products and service;</li> <li>to provide, support, personalize and develop our website, products and services;</li> <li>create and offer new products and services;</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>
<p><b>Analytics to identify, understand and manage our risks and products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>conducting analytics to better identify, understand and manage risk and our products;</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>
<p><b>Customer service and technical support.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>answer questions and provide notifications;</li> <li>provide customer and technical support;</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Inferences drawn from other personal information</li> <li>▪ Risk data</li> <li>▪ Claims data</li> </ul>
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### **How Does Liberty Mutual Share My Data?**

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

Identifiers	Personal Data;
Protected Classification Characteristics;	Commercial Information;
Internet or other similar network activity;	Claims Data;
Inferences drawn from other personal information;	Risk Data;
Professional, employment, and education information;	

For information about how we have shared personal information in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **What Privacy Rights Do I Have?**

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

#### **Access or Deletion**

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

**You can make a request by either:**

Calling: 800-344-0197

Online: [libertymutualgroup.com/privacy-policy/data-request](https://libertymutualgroup.com/privacy-policy/data-request)

Mail: Attn: Privacy Office  
Liberty Mutual Insurance Company  
175 Berkeley St., 6th Floor  
Boston, MA 02116

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

**Response Timing**

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

**Rights to opt in and out of data selling**

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

**No account needed**

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

**No discrimination**

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

### **Will Liberty Mutual Update This Privacy Notice?**

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

### **Who Do I Contact Regarding Privacy?**

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

**Phone:** 800-344-0197

**Email:** [privacy@libertymutual.com](mailto:privacy@libertymutual.com)

**Postal Address:** Attn: Privacy Office  
Liberty Mutual Insurance Company  
175 Berkeley St., 6th Floor  
Boston, MA 02116

**POLICYHOLDER DISCLOSURE**  
**TERRORISM RISK INSURANCE ACT**

**THIS NOTICE CONTAINS IMPORTANT INFORMATION PURSUANT TO THE TERRORISM RISK INSURANCE ACT. PLEASE READ IT CAREFULLY.**

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

**Disclosure of Premium**

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

**Federal Participation In Payment Of Terrorism Losses**

If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from "certified acts of terrorism" exceed the "Program Trigger".

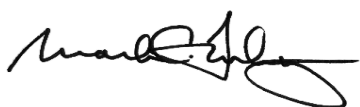
Beginning in calendar year 2020, the Federal Share is 80% and Program Trigger is \$200,000,000.

**Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Policy Number TH7-681-041343-861  
Issued by LIBERTY INSURANCE CORPORATION

**In witness whereof**, the company has caused this policy to be signed by its President and its Secretary.

A handwritten signature in black ink, appearing to be "Mark R. [unclear]", written in a cursive style.

SECRETARY

A handwritten signature in black ink, appearing to be "David M. [unclear]", written in a cursive style.

PRESIDENT