

# Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- o Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- o You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- o An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- o If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- o If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- o If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- o **One bill convenience** -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

## You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide **how** your payments are made ...

- o **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- o **Pay Online:** Register at [www.thehartford.com/servicecenter](http://www.thehartford.com/servicecenter). Online Bill Pay is Quick, Easy and Secure!
- o **Pay by Check:** Send a check with your remittance stub in the envelope provided with your bill.
- o **Pay by Phone:** Call toll-free 1-866-467-8730.

Should you have any questions about your bill, please call Customer Service toll-free number:  
1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.

## An Important Message to:

# HARTFORD COMMERCIAL PROPERTY AND CASUALTY POLICY HOLDERS

The Florida Tort Reform and Insurance Action of 1986 provides that, as a commercial property or casualty policyholder, you be notified of the availability of our risk management program services. Use the convenient tear-out form attached to this leaflet to let us know what assistance you need.

### Importance of Risk Management

An effective Risk Management program is a matter of good business practice. Its primary goal is to minimize the potential costs resulting from accidental losses. A Risk Management program is a systematic process aimed at identifying and analyzing loss exposures; selecting the technique or combination of techniques to be used to handle each exposure; implementing the techniques chosen; and monitoring the results to determine if adjustments need to be made.

An effective Risk Management Program can have a measurable and favorable impact on your operations control and what it costs you to do business. While Risk Management costs may sometimes seem expensive, the benefits of control over operating and other costs can more than offset that expense and result in overall savings.

### Services Available

The Hartford, working through its independent agents, makes consultative services available to assist its customers in the following risk management areas:

- o Pollution and Environmental Hazards
- o Disease hazards
- o Accidental Occurrences
- o Fire Hazards and Fire Prevention and Detection
- o Liability for Acts Committed in the Course of Business
- o Slip and Fall Hazards
- o Product Hazards
- o Hazards Unique to a Particular Class or Category of Business
- o Training in Safety Management Techniques
- o Safety Management Counseling

**No charge will be made for the development of risk management guidelines or services; however, the policyholder is responsible for all costs associated with the implementation of the risk management measures.**

(Detach at Perforation)

To The Hartford Loss Control Department:

**Yes** - I am interested in obtaining assistance in the areas indicated below:

#### Administrative

- ☐ Guidelines on developing a Risk Management Plan
- ☐ Safe workplace enforcement
- ☐ Safe workplace responsibilities
- ☐ Accident analysis and investigation
- ☐ Safety committees
- ☐ Safety self-inspection
- ☐ Establishing a loss control program

#### Fire Prevention and Detection

- ☐ Fire hazards identification
- ☐ Fire emergency plan
- ☐ Fire extinguishers
- ☐ Standpipes and hoses
- ☐ Automatic sprinkler protection
- ☐ Fire alarms
- ☐ Smoke detectors
- ☐ Compressed gas equipment
- ☐ Compressed gases
- ☐ Liquefied petroleum gas
- ☐ Flammable liquids

#### Environmental and Pollution

- ☐ Pollution hazard identification

#### Slip and Fall Hazards

- ☐ Hazard Identification
- ☐ Incident and accident analysis
- ☐ Accident investigation

#### Product Hazards

- ☐ Hazard identification
- ☐ Review of existing product hazards program
- ☐ Assistance in organizing a product loss control program

.....  
(Detach at Perforation)

**General**

☐ Disease hazards

☐ Accidental occurrences

☐ Construction site hazards

☐ Construction equipment hazards

☐ Material handling

☐ Hoisting equipment

☐ Warning signs

☐ Safety materials

**Training**

☐ Supervisor training in loss control

☐ Loss control manager training

☐ Driver education

☐ Safety management counseling

**Other**

\_\_\_\_\_

\_\_\_\_\_

**Name** \_\_\_\_\_

**Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**City & State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Agent's Name** \_\_\_\_\_

**Policy #** \_\_\_\_\_

**Expiration Date** \_\_\_\_\_

# **Umbrella Liability Business Insurance Policy**



# UMBRELLA LIABILITY POLICY QUICK REFERENCE

## READ YOUR POLICY CAREFULLY

This quick reference page has been designed to help you find easily the information you are looking for.

In the DECLARATIONS PAGE you will find specifics of your policy, including:

Your Name and Address

Policy Period

Limits of Insurance

Premium

Form Numbers of Endorsements that apply.

In the form titled UMBRELLA LIABILITY POLICY - POLICY PROVISIONS you will find under:

### SECTION

<b>I</b>	---	Explanation of INSURING AGREEMENTS AND EXCLUSIONS
<b>II</b>	---	Provisions for INVESTIGATION, DEFENSE, SETTLEMENT
<b>III</b>	---	Explanation of WHO IS AN INSURED
<b>IV</b>	---	Explanation of LIMITS OF INSURANCE
<b>V</b>	---	NUCLEAR ENERGY LIABILITY EXCLUSION
<b>VI</b>	---	Policy CONDITIONS*
<b>VII</b>	---	DEFINITIONS of certain policy terms

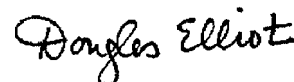
\*In Section VI, you will find a number of conditions that apply to this policy. They are:

- |  |  |
|--|--|
| A. Premium   | I. Changes                             |
| B. Inspection and Audit                                | J. Separation of Insureds              |
| C. Duties in the Event of Occurrence, Claim or Suit    | K. Maintenance of Underlying Insurance |
| D. Assistance and Cooperation of the Insured           | L. Cancellation                        |
| E. Legal Action Against Us                             | M. Non-Renewal                         |
| F. Appeals   | N. Workers' Compensation Agreement     |
| G. Other Insurance                                     | O. Bankruptcy or Insolvency            |
| H. Transfer of Rights of Recovery Against Others to Us | P. Representations                     |

In Witness Whereof, our President and a Secretary have signed this policy. Where required by law the declarations page has been countersigned by our duly authorized representative.



Lisa Levin, Secretary



Douglas Elliot, President

# UMBRELLA LIABILITY POLICY DECLARATIONS

**INSURER:** HARTFORD CASUALTY INSURANCE COMPANY  
ONE HARTFORD PLAZA, HARTFORD, CT 06155  
**POLICY NUMBER:** 37 XHU ZG4396 K3



## Items

**1. Named Insured and Mailing Address:** OB MANAGEMENT SERVICES, INC  
SEE IH1204  
7932 W SANDLAKE RD STE 108  
ORLANDO FL 32819  
(ORANGE COUNTY)

**2. Policy Period:** From 07/01/16 To 07/01/17  
12:01 A.M., Standard Time at mailing address shown above.

**3. Agent/Broker Name:** LOCKTON COMPANIES LLC

**4. Audit Period:** NOT SUBJECT TO AUDIT

	ADVANCE PREMIUM	RATE	PER	PREMIUM BASIS
<b>5. Premium:</b>	\$3,788.00			
<b>6. Self-Insured Retention</b>	\$10,000	each occurrence		
<b>7. Limits of Insurance</b>	The Limits of Insurance, subject to all of the terms of this policy, are:			
General Aggregate Limit (Other than Products - Completed Operations, Bodily Injury By Disease and Automobile)				\$5,000,000
Products - Completed Operations Aggregate Limit				\$5,000,000
Bodily Injury By Disease Aggregate Limit				EXCLUDED
Each Occurrence Limit				\$5,000,000

**8. Underlying Insurance Policies** (See attached Schedule)

**9. This policy consists of:**

- (a) This Declarations;
- (b) The Schedule of Underlying Insurance Policies; XL00050502
- (c) The Policy Provisions; XL00030605
- (d) The Policy Cover; XL00070314
- (e) Any Endorsements shown below.

**Endorsements forming part of this policy when issued:**

XL70001206 IH09850115 IH12040312 IH99400409 IH99410409 XL02100911  
XL04151088 XL00240914 XL21040786 XL21050786 XL21130914 XL21320914  
XL21771210 XL21820393 XL23170204 XL23251210 XL23300115 XL23401203  
XL23470709 XL24011210 XL24331210 XL24581210 XL24601209

Countersigned by *Suean L. Castaneda*  
(Where required by law) Authorized Representative

07/20/16  
Date

# SCHEDULE OF UNDERLYING INSURANCE POLICIES



**POLICY NUMBER:** 37 XHU ZG4396

This schedule forms a part of the policy designated herein.

**Named Insured and Mailing Address:**

OB MANAGEMENT SERVICES, INC  
SEE IH1204  
7932 W SANDLAKE RD STE 108  
ORLANDO FL 32819  
(ORANGE COUNTY)

Insurer, Policy Number and Period (A)	Type of Coverage	Applicable Limits	
	Employers' Liability	Bodily Injury Limit	Each accident (by accident*) Policy limit (by disease*) Each employee (by disease*)
	EXCLUDED		
<b>(B)</b> SENTINEL INSURANCE COMPANY, LIMITED			
37 UUN PO8078 07/01/16 TO 07/01/17	Commercial Auto Liability written to include all owned, non-owned and hired autos, except as listed below:	Single Liability Limit \$1,000,000 Split Liability Limits	Each accident  Bodily injury each person Bodily injury each accident Property damage each accident
	OWNED AUTO		
<b>(C)</b> HARTFORD FIRE INSURANCE COMPANY			
37 UUN PO8078 07/01/16 TO 07/01/17	Commercial General Liability written to include all coverages of CG0001 or HG0001, except as listed below:	\$1,000,000 \$1,000,000 \$2,000,000  \$2,000,000	Each occurrence limit Personal and advertising injury limit General aggregate limit (other than products- completed operations) Products-completed operations aggregate limit

**SCHEDULE OF UNDERLYING  
INSURANCE POLICIES (Continued)**

**POLICY NUMBER:** 37 XHU ZG4396

<b>Insurer, Policy Number and Period (D)</b>	<b>Type of Coverage Other (Specify)</b>	<b>Applicable Limits</b>
HARTFORD FIRE INSURANCE COMPANY 37 UUN PO8078 07/01/16 TO 07/01/17		
	EMPLOYEE BENEFITS LIABILITY	
		\$1,000,000 EACH CLAIM LIMIT
		\$2,000,000 AGGREGATE LIMIT

**Note Maintenance of Underlying Insurance Condition**

\* Except that in any jurisdiction where the amount of Employers' Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this schedule forms a part shall afford no insurance with respect to Employers' Liability in such jurisdiction.





# UMBRELLA LIABILITY POLICY PROVISIONS

In this policy the words "you" and "your" refer to the Named Insured first shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. "We", "us" and "our" refer to the stock insurance company member of The Hartford Financial Services Group Inc. shown in the Declarations.

Other words and phrases that appear in quotation marks also have special meaning. Refer to DEFINITIONS (Section VII).

IN RETURN FOR THE PAYMENT OF THE PREMIUM, in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy, we agree with you as follows:

## SECTION I - COVERAGES

### INSURING AGREEMENTS

#### A. Umbrella Liability Insurance

1. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in **Section IV – LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II - INVESTIGATION, DEFENSE, SETTLEMENT.**

2. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:
  - a. The "bodily injury", "property damage" or "personal and advertising injury" occurs during the "policy period"; and
  - b. Prior to the "policy period", no insured listed under Paragraph **A.** of Section **III – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the

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

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 **A.** of Section **III – Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the "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.

#### B. Exclusions

This policy does not apply to:

##### 1. Pollution

Any obligation:

- a. To pay for the cost of investigation, defense or settlement of any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the pollution hazard; or
- b. To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:
  - i. By reason of any such claim or suit or any such injury or damage; or
  - ii. In complying with any action authorized by law and relating to such injury or damage.

## UMBRELLA LIABILITY POLICY - POLICY PROVISIONS

As used in this exclusion, pollution hazard means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:

- a. Pollutants;
- b. Contaminants;
- c. Irritants; or
- d. Toxic substances;

Including:

Smoke;

Vapors;

Soot;

Fumes;

Acids;

Alkalis;

Chemicals, and

Waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned or reclaimed.

### EXCEPTION

This exclusion does not apply:

- a. To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- b. To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Schedule of Underlying Insurance Policies is in force and applicable to the "occurrence". In such event, any coverage afforded by this policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this policy. In the event that "underlying insurance" is not maintained with limits of liability as set forth in the Schedule of Underlying Insurance Policies, coverage under any of the provisions of this exception does not apply.

Exception **b.** does not apply to:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is :
  - (a) Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";
  - (b) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (c) Being stored, disposed of, treated or processed in or upon any "auto";
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **(1)** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- a. The "pollutants" escape, seep, migrate, or are discharged 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," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any following equipment:
  - i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment; and
  - ii. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers.

Paragraphs (2) and (3) above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" 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 the "auto", and
- b. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**2. Workers Compensation and Similar Laws**

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

**3. Contractual Liability**

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

**4. Personal And Advertising Injury**

This policy does not apply to "personal and advertising injury".

**EXCEPTION**

This exclusion does not apply if "underlying insurance" is applicable to "personal and advertising injury" and to claims arising out of that "personal and advertising injury".

**5. Underlying Insurance**

Any injury or damage:

- a. Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
- b. For which "damages" would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

**6. Aircraft**

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

- a. Owned by any "insured"; or
- b. Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to aircraft that is:

- a. Hired, chartered or loaned with a paid crew; but
- b. Not owned by any "insured".

This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

**7. Watercraft**

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

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- a. Watercraft you do not own that is:
  - (1) Less than 51 feet long, and
  - (2) Not being used to carry persons or property for a charge;
- b. "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- c. Any watercraft while ashore on premises owned by, rented to or controlled by you.

**8. War**

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

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

## UMBRELLA LIABILITY POLICY - POLICY PROVISIONS

- 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.

### 9. Damage to Property

"Property damage" to property you own.

### 10. Damage to Your Product

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

### 11. 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.

### 12. 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 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.

### 13. 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.

### 14. Expected or Intended

"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. Employer Liability

Coverage afforded any of your "employees" for "bodily injury" or "personal and advertising injury":

- a. To other "employees" arising out of and in the course of their employment;
- b. To the spouse, child, parent, brother or sister of that "employee" as a consequence of such "bodily injury" to that "employee".
- c. To you or, any of your partners or members, (if you are a partnership, joint venture), or your members (if you are a limited liability company); or
- d. Arising out of the providing or failing to provide professional health care services.

Subparagraphs **a.** and **b.** of this exclusion apply:

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

### EXCEPTION

Subparagraphs **a.** and **b.** of this exclusion do not apply if "underlying insurance" is maintained providing coverage for such liability with minimum underlying limits, as described in the Schedule of Underlying Insurance Policies.

### 16. Property Damage to Employee's Property

Coverage afforded any of your "employees" for "property damage" to property owned or occupied by or rented or loaned to:

- a. That "employee";
- b. Any of your other "employees";
- c. Any of your partners or members (if you are a partnership or joint venture); or
- d. Any of your members (if you are a limited liability company).

**17. Uninsured or Underinsured Motorists**

Any claim for:

- a. Uninsured or Underinsured Motorists Coverage;
- b. Personal injury protection;
- c. Property protection; or
- d. Any similar no-fault coverage by whatever name called;

Unless this policy is endorsed to provide such coverage.

**18. Employment Practices Liability**

- a. Any injury or damage to:
  - (1) A person arising out of any:
    - (a) Refusal to employ that person;
    - (b) Termination of that person's employment; or
    - (c) Employment-related practices, policies, acts or omissions, such as but not limited to: coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
  - (2) The spouse, child, parent, brother or sister of that person, as a consequence of any injury or damage to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

**19. Employee Retirement Income Security Act**

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Act of 1974), or any amendments to them.

**20. Asbestos**

Any injury, damages, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

- a. May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or
- b. Arise out of any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or
- c. Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**21. Racing And Stunting Activities**

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, loading or unloading of "auto" or "mobile equipment" while being used in any:

- a. Prearranged or organized racing, speed or demolition contest;
- b. Stunting activity; or
- c. Preparation for any such contest or activity.

## UMBRELLA LIABILITY POLICY - POLICY PROVISIONS

### 22. Electronic Data

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

As used in this exclusion, 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.

### 23. Limited Underlying Coverage

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

- a. an "underlying insurance" policy or policies specifically provides coverage; but
- b. because of a provision within the "underlying insurance" such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" policy or policies shown on the Schedule of Underlying Insurance Policies.

## SECTION II - INVESTIGATION, DEFENSE, SETTLEMENT

A. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and

1. For which no coverage is provided under any "underlying insurance"; or
2. For which the underlying limits of any "underlying insurance" policy have been exhausted solely by payments of "damages" because of "occurrences" during the "policy period",

We:

1. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this policy;

2. May make such investigation and settlement of any claim or "suit" as we deem expedient;
3. Will pay all expenses incurred by us, all costs taxed against the "insured" in any "suit" defended by us and all interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance;
4. Will pay all premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but we will have no obligation to apply for or furnish any such bonds;
5. Will pay all reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed \$500 per day per "insured";

and the amounts so incurred, except settlement of claims and "suits," are not subject to the "self-insured retention" and are payable in addition to any applicable limit of insurance.

The "Insured" agrees to reimburse us promptly for amounts paid in settlement of claims or "suits" to the extent that such amounts are within the "self-insured retention".

- B. You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" made with our written consent.
- C. We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost and expenses incurred by any underlying insurer.

### SECTION III - WHO IS AN INSURED

#### A. If you are doing business as:

1. 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.
2. 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.
3. 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.
4. 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.
5. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

#### B. Each of the following is also an "insured":

1. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than 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:
  - a. Within the scope of their employment by you or while performing duties related to the conduct of your business; and
  - b. Only if such "volunteer workers" or "employees" are insureds under "underlying insurance" with limits of liability no less than stated in the Schedule of Underlying Insurance Policies, subject to all the coverage, terms, conditions and limitations of such "underlying insurance".

2. Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury," "property damage," or "personal and advertising injury"; and
  - b. Unless limits of liability specified in such written contract, written agreement or permit is greater than the limits shown for "underlying insurance"; or
  - c. Beyond the period of time required by the written contract or written agreement.
3. Any person or organization having proper temporary custody of your property if you die, but only:
    - a. With respect to liability arising out of the maintenance or use of that property; and
    - b. Until your legal representative has been appointed.
  4. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this policy.

C. With respect to "auto", any "insured" in the "underlying insurance" is an "insured" under this insurance policy, subject to all the limitations of such "underlying insurance".

D. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no other similar insurance available to that organization.

However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
2. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

## UMBRELLA LIABILITY POLICY - POLICY PROVISIONS

3. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

- E.** Each person or organization, not included as an "insured" in Paragraphs A., B., C., or D., who is an "insured" in the "underlying insurance" is an "insured" under this insurance subject to all the terms, conditions and limitations of such "underlying insurance".

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.

With respect to any person or organization who is not an "insured" under "underlying insurance", coverage under this policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

However, coverage afforded by reason of the provisions set forth above applies only to the extent:

- (i) Of the scope of coverage provided by the "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this policy and any endorsements attached hereto; and
- (ii) That such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

### SECTION IV - LIMITS OF INSURANCE

- A.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
1. "Insureds";
  2. Claims made or "suits" brought;
  3. Persons or organizations making claims or bringing "suits"; or
  4. Coverages under which damages are covered under this policy.
- B.** The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":
1. Because of injury or damage included within the "products-completed operations hazard";
  2. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and

3. Because of "bodily injury" and "property damage" arising out of the ownership, operations, maintenance, use, entrustment to others, loading or unloading of any "auto".

- C.** The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" because of injury or damage included within the "products-completed operations hazard".
- D.** The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.
- E.** Subject to **B.**, **C.**, or **D** above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".
- F.** Our obligations under this insurance end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.
- G.** 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" shown in the Declarations. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

### SECTION V - NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

- A.** The insurance does not apply:
1. To "bodily injury" or "property damage":
    - a. With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or



- b. 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.

2. To "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:

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

B. As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties;

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

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

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

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

"Nuclear facility" means:

(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;

(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;

"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;

"Property damage" includes all forms of radioactive contamination of property.

## SECTION VI - CONDITIONS

### A. Premium

All premiums for this policy shall be computed in accordance with Item 5 of the Declarations. The premium stated as such in the Declarations is a deposit premium only which shall be credited to the amount of any earned premium. At the close of each "policy period", the earned premium shall be computed for such period, and upon notice thereof to the Named Insured first shown in the Declarations shall become due and payable by such Named Insured.

## UMBRELLA LIABILITY POLICY - POLICY PROVISIONS

If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named insured first shown in the Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the "policy period" and at such times during the "policy period" as we may direct.

### **B. Inspection and Audit**

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

1. Safe;
2. Healthful; or
3. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this policy, insofar as they relate to the subject matter of this policy.

### **C. Duties In The Event Of Occurrence, Claim or Suit**

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this policy. This requirement applies only when such "occurrence" is known to any of the following:
  - a. You or any additional insured that is an individual;
  - b. Any partner, if you or an additional insured are a partnership;
  - c. Any manager, if you or an additional insured are a limited liability company;
  - d. Any "executive officer" or insurance manager, if you or an additional insured are a corporation;
  - e. Any trustee, if you or an additional insured is a trust; or

- f. Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

To the extent possible, notice should include:

- a. How, when and where the "occurrence" took place;
  - b. The names and addresses of any injured persons and witnesses; and
  - c. The nature and location of any injury or damage arising out of the "occurrence" or "offense".
2. If a claim is made or "suit" is brought against any insured, you must:
    - a. Immediately record the specifics of the claim or "suit" and the date received; and
    - b. Notify us in writing as soon as practicable if the claim is likely to exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies.
  3. You and any other involved insured must:
    - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies;
    - b. Authorize us to obtain records and other information;
    - c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
    - d. Assist us, upon our request in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy or any "underlying insurance" or "self-insured retention" may apply.
  4. No insured will, except at that insured's own cost, make or agree to any settlement for a sum in excess of:
    - a. The total limits of "underlying insurance"; or

b. The "self-insured retention" if no "underlying insurance" applies without our consent.

5. No insureds will, except at that insured's own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.

**D. Assistance and Cooperation of the Insured**

The "insured" shall:

1. Cooperate with us and comply with all the terms and conditions of this policy; and
2. Cooperate with any of the underlying insurers as required by the terms of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this policy or any "underlying insurance".

**E. Legal Action Against Us**

No person or organization has a 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 on this policy unless all of its terms and those of the "underlying insurance" 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 limit of liability. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**F. Appeals**

In the event the "insured" or the "insured's" underlying insurer elects not to appeal a judgment in excess of the "underlying insurance" or the "self-insured retention," we may elect to make such appeal, at our cost and expense.

If we so elect, we shall be liable in addition to the applicable Limit of Insurance, for the:

1. Taxable costs;
2. Disbursements; and
3. Additional interest incidental to such appeal;

But in no event will we be liable for "damages" in excess of the applicable aggregate Limit of Insurance.

If a judgment is rendered in excess of the limits of "underlying insurance" and we offer to pay our full share of such judgment, but you or your underlying insurers elect to appeal it, you, your underlying insurers or both will bear:

- a. The cost and duty of obtaining any appeal bond;
- b. The taxable costs, disbursements and additional interest incidental to such appeal; and
- c. Any increase in damages over the amount the matter could have been settled for after the verdict was entered and before the appeal was filed.

**G. Other insurance**

This policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this policy.

These excess provisions apply, whether such other insurance is stated to be:

1. Primary;
2. Contributing;
3. Excess; or
4. Contingent.

**H. Transfer Of Rights Of Recovery Against Others To Us**

- a. If the insured has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after a loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## UMBRELLA LIABILITY POLICY - POLICY PROVISIONS

**b.** Recoveries shall be applied to reimburse:

- (1)** First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;
- (2)** Second, us, along with any other insurers having a quota share interest at the same level;
- (3)** Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

**c.** Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

### **I. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy, or stop us from asserting any rights under the terms of this policy.

The Named Insured first shown in the Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.

### **J. Separation Of Insureds**

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the Named Insured first shown in the declarations, 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.

### **K. Maintenance of Underlying Insurance**

Policies affording in total the coverage and limits stated in the Schedule of Underlying Insurance Policies shall be maintained in full effect during the currency of this policy. Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied herewith.

The Named Insured first shown in the Declarations shall give us written notice as soon as practicable of any of the following:

- 1.** Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
- 2.** Termination of part or all of one or more of the policies of "underlying insurance";
- 3.** Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this policy.

### **L. Cancellation**

- 1.** The Named Insured first shown in the Declarations may cancel this policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
- 2.** We may cancel this policy by mailing or delivering to the Named Insured first shown in the Declarations at the address shown in this policy, written notice of cancellation at least:
  - a.** 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
  - b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- 3.** If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date. Delivery of such notice by the Named Insured first shown in the Declarations or by us will be equivalent to mailing.
- 4.** If the Named Insured first shown in the Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

**M. Non-Renewal**

1. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Declarations, at the address shown in this policy, written notice of non-renewal at least 30 days before the end of the "policy period".
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If we offer to renew but such Named Insured does not accept, this policy will not be renewed at the end of the current "policy period".

**N. Workers' Compensation Agreement**

With respect to "bodily injury" to any officer or other employee arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your common-law defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other employee automatically terminates at the same time.

**O. Bankruptcy or Insolvency**

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this policy.

**P. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. The statements in the Schedule Of Underlying Insurance Policies are accurate and complete;
- c. The statements in a. and b. are based upon representations you made to us;
- d. We have issued this policy in reliance upon your representations; and
- e. If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

**SECTION VII - DEFINITIONS**

**Except as otherwise provided in this section or amended by endorsement, the words or phrases that appear in quotation marks within this policy shall follow the definitions of the applicable "underlying insurance" policy.**

**"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

**"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

**"Auto"** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

**"Covered pollution cost or expense"** means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is:
  - a. Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";
  - b. Otherwise in the course of transit by or on behalf of the "insured"; or
  - c. Being stored, disposed of, treated or processed in or upon any "auto"; or
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

## UMBRELLA LIABILITY POLICY - POLICY PROVISIONS

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **6.b** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

- (1) 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 the "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**"Damages"** include prejudgment interest awarded against the "insured" on that part of the judgment we pay.

"Damages" do not include:

1. Fines;
2. Penalties; or
3. Damages for which insurance is prohibited by the law applicable to the construction of this policy.

Subject to the foregoing, "damages" include damages for any of the following which result at any time from "bodily injury" to which this policy applies:

1. Death;
2. Mental anguish;
3. Shock;
4. Disability; or
5. Care and loss of services or consortium.

**"Insured"** means any person or organization qualifying as an insured in the applicable WHO IS AN INSURED provision of this policy. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under LIMITS OF INSURANCE (SECTION IV).

**"Occurrence"** means

1. With respect to "bodily injury" or "property damage": an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and
2. With respect to "personal and advertising injury": an offense described in one of the numbered subdivisions of that definition in the "underlying insurance".

**"Policy period"** means the period beginning with the inception date stated as such in the Declarations and ending with the earlier of:

1. The date of cancellation of this policy; or
2. The expiration date stated as such in the Declarations.

**"Self-insured retention"** means the amount stated as such in the Declarations which is retained and payable by the "insured" with respect to each "occurrence".

**"Underlying insurance"** means the insurance policies listed in the Schedule of Underlying Insurance Policies, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule of Underlying Insurance Policies. The limit of "underlying insurance" includes:

1. Any deductible amount;
2. Any participation of any "insured"; and
3. Any "self-insured retention" above or beneath any such policy;

Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this policy, including Medical Payments Coverage as described in the "underlying insurance." The coverages and limits of such policies and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:

1. Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
2. The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".

The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.



**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

<b>TERRORISM PREMIUM</b>	
<b>Coverage:</b>	<b>Premium (if Covered):</b>
UMBRELLA	\$ 38.00
TOTAL	\$ 38.00

### **A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to such coverage is shown above in this endorsement.

### **B. The following definition is added with respect to the provisions of this endorsement:**

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. 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. Disclosure Of Federal Share Of Terrorism Losses Under TRIA**

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

<b>Calendar Year</b>	<b>Federal Share of Terrorism Losses</b>
<b>2015</b>	<b>85%</b>
<b>2016</b>	<b>84%</b>
<b>2017</b>	<b>83%</b>
<b>2018</b>	<b>82%</b>
<b>2019</b>	<b>81%</b>
<b>2020 or later</b>	<b>80%</b>

However, if aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

**D. Cap On Insurer Liability for Terrorism Losses Under TRIA**

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

**E. Application of Other Exclusions**

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

**F. All other terms and conditions remain the same.**





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

**AMENDMENT OF THE DECLARATIONS - ADDITIONAL  
PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED  
INSUREDS**

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

OB MANAGEMENT SERVICES, INC  
SIMPLY STORAGE LEBANON, LLC  
OB CHILD CARE, LLC  
TENTH & RACEWAY, LLC



## U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.



**Named Insured:** OB MANAGEMENT SERVICES, INC

**Policy Number:** 37 XHU ZG4396

**Effective Date:** 07/01/16

**Expiration Date:** 07/01/17

**Company Name:** HARTFORD INSURANCE GROUP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.



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

## **AMENDMENT OF CONDITIONS - INDIANA**

This endorsement modifies insurance provided under the following:

### **UMBRELLA LIABILITY POLICY**

1. The following is added to the **Workers' Compensation And Similar Laws Exclusion** under Paragraph **B., Exclusions of Section I – Coverages**:

This exclusion also applies to any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

2. The **Cancellation** Condition is replaced by the following:

#### **Cancellation**

- a. The Named Insured first shown in the Declarations may cancel this policy by:

1. Mailing or delivering to us advance written notice of cancellation; or
2. Surrendering the policy to us or to any of our authorized agents.

- b. **Cancellation Of Policies In Effect For 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the Named Insured first shown in the Declarations written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

- c. **Cancellation Of Policies In Effect For More Than 90 Days**

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the Named Insured first shown in the Declarations written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 45 days before the effective date of cancellation if:
  - (a) There has been a substantial change in the scale of risk covered by this policy;
  - (b) Reinsurance of the risk associated with this policy has been cancelled; or
  - (c) You have failed to comply with reasonable safety recommendations.

- d. We will mail or deliver our notice to the last mailing address known to us of the Named Insured first shown in the Declarations.

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

- e. Notice of cancellation by us will state the effective date of cancellation. The "policy period" will end on that date.
- f. If this policy is cancelled, we will send the Named Insured first shown in the Declarations any premium refund due. If we cancel, the refund will be pro-rata.

- ## Nonrenewal

- b.** If notice is mailed, we will mail it to the last mailing address known to us of the Named Insured first shown in the Declarations.

Proof of mailing will be sufficient proof of notice.
- c.** If we offer to renew but such Named Insured does not accept our offer during the current "policy period", this policy will not be renewed at the end of such "policy period".
- 4.** The following condition is added:

Notice given by or on behalf of the "insured" to any of our authorized agents in Indiana, with particulars sufficient to identify the "insured", shall be considered notice to us.



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

## **EMPLOYEE BENEFITS LIABILITY ENDORSEMENT (CLAIMS MADE)**

This endorsement modifies insurance provided under the

UMBRELLA LIABILITY POLICY

### **SCHEDULE I**

<b>Coverage</b>	<b>Limits of Insurance</b>
Employee Benefits Liability	5,000,000 each claim limit 5,000,000 aggregate limit

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### **SCHEDULE II**

"Controlling Underlying Insurance Policy"

**Insurer:** HARTFORD FIRE INSURANCE COMPANY

**Policy Number** 37 UUN P08078

**Policy Period** 07/01/16 TO 07/01/17

**Retroactive Date** 07/01/09

<b>Coverage</b>	<b>Limits of Insurance</b>
Employee Benefits Liability	1,000,000 each claim limit 2,000,000 aggregate limit

This policy is extended to apply to Employee Benefits Liability, subject to the following additional provisions:

1. Except as otherwise provided by this endorsement, the insurance afforded herein shall follow all the terms, definitions and exclusions of the "controlling underlying insurance policy" designated in Schedule II.

#### **2. SECTION I - COVERAGE EB**

- A. We will pay those sums that the insured must legally pay as "damages:"
  1. Because of "employee benefits injury" to which this endorsement applies; and
  2. That are in excess of the limits of insurance in the "controlling underlying insurance policy."
- B. This insurance does not apply to "employee benefits injury" which occurred before the

Retroactive Date, if any, shown in Schedule II or which occurs after the "policy period."

#### **3. SECTION III - LIMITS OF INSURANCE**

- A. The Limits of Insurance shown in Schedule I and the rules below fix the most we will pay regardless of the number of:
  1. Insureds;
  2. Claims made or "suits" brought; or
  3. Persons or organizations making claims or bringing "suits."
- B. The Aggregate Limit is the most we will pay for all "damages" to which this endorsement applies.
- C. Subject to B. above the Each Claim Limit is the most we will pay for all "damages" with respect to any one claim.

- D. Our obligations under this endorsement end when the applicable Limit of Insurance is used up. If we pay for any "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.
- E. The Limits of Insurance shown in Schedule I apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in Schedule II, unless the endorsement 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 the purpose of determining the Limits of Insurance.

#### 4. EXTENDED REPORTING PERIODS

- A. We will provide one or more Extended Reporting Periods, as described below, if:
  - 1. This endorsement is cancelled or not renewed; or
  - 2. We renew or replace this endorsement with insurance that:
    - i. Has a Retroactive Date later than the date shown in the Declaration of this endorsement; or
    - ii. Does not apply to "employee benefits injury" on a claims-made basis.
- B. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the "policy period" and lasts for:
  - 1. One year for "claims" arising out of an "employee benefits injury" reported to us, not later than 60 days after the end of the "policy period";
  - 2. Sixty days for all other "claims."

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims."
- C. A Supplemental Extended Reporting Period of three years duration is available, but only by an endorsement and for an extra charge. This supplemental period starts:
  - 1. One year after the end of the "policy period" for "claims" arising out of an "occurrence" reported to us, not later than 60 days after the end of the "policy period" or

- 2. Sixty days after the end of the "policy period" for all other "claims."

You must give us a written request for the endorsement within 60 days after the end of the "policy period." The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- 1. The exposures insured;
- 2. Previous types and amounts of insurance;
- 3. Limits of Insurance available under this endorsement for future payment of "damages" and
- 4. Other related factors.

The additional premium will not exceed 200% of the annual premium for this endorsement.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

- D. Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "claims" for "employee benefits injury" that occur before the end of the "policy period" (but not before the Retroactive Date, if any, shown in the Declarations).

"Claims" for such injury which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the "policy period."

Once in effect, Extended Reporting Periods may not be cancelled.

- E. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any "claim" to which this endorsement applies, except to the extent described in paragraph F. of this Section.
- F. If the Supplemental Extended Reporting Period is in effect, we will provide the separate aggregate limit of insurance described below, but only for

"claims" first received and recorded during the Supplemental Extended Reporting Period.

The separate aggregate limit of insurance will be equal to the dollar amount shown in Schedule I in effect at the end of the "policy period" of this endorsement.

Paragraph B. of **SECTION III - LIMITS OF INSURANCE** will be amended accordingly.

#### **5. ADDITIONAL DEFINITIONS**

"Controlling underlying insurance policy" means the policy of "underlying insurance" designated in Schedule II providing coverage and limits for Employee Benefits Liability.





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

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

This endorsement modifies insurance provided under the following:

### **UMBRELLA LIABILITY POLICY**

Exclusion **B.22.** of **Section I – Coverages** is replaced by the following:

#### **B. Exclusions**

This policy does not apply to:

#### **22. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** 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 **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, 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.



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

## **EXCLUSION - CARE, CUSTODY OR CONTROL OF PERSONAL PROPERTY**

This endorsement modifies insurance provided under the  
UMBRELLA LIABILITY POLICY

This policy does not apply to "property damage" to personal property:

1. Rented to;
2. Used by; or
3. In the care, custody or control;

Of any "insured" or as to which any "insured" is for any purpose exercising physical control.



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

## **EXCLUSION - CARE, CUSTODY OR CONTROL OF REAL PROPERTY**

This endorsement modifies insurance provided under the  
UMBRELLA LIABILITY POLICY

This policy does not apply to "property damage" to real property:

1. Owned by;
2. Occupied by;
3. Rented to; or
4. In the care, custody or control;

Of any "insured" or as to which any "insured" is for any purpose exercising physical control.



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

## **EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the:

### **UMBRELLA LIABILITY POLICY**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.



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

## **CONTRACTORS ENDORSEMENT STANDARD**

This endorsement modifies insurance provided under the

### **UMBRELLA LIABILITY POLICY**

This policy does not apply to:

1. "Property damage" to property:
  - a. Occupied by or rented or leased to any "insured;"
  - b. In the care, custody or control of any "insured;" or
  - c. Over which any "insured" is for any purpose exercising physical control.
2. "Bodily Injury" or "property damage" assumed by any "insured" under any contract or agreement.
3. "Property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf.
4. "Bodily injury," "personal and advertising injury," or "property damage" arising out of any project insured under a wrap-up rating plan.

5. "Property damage" to equipment leased by or rented to any "insured."

### **EXCEPTION**

Paragraphs **1.**, **2.** and **3.** above do not apply if "underlying insurance" is maintained providing coverage for liability for such injury or damage with minimum underlying limits as described for Commercial General Liability in the Schedule of Underlying Insurance Policies, but in no event shall any coverage restored by this exception apply to any claim or "suit" to which "underlying insurance" does not apply. Coverage provided by this exception will follow the provisions, exclusions and limitations of the "underlying insurance".

Condition K. - Maintenance of Underlying Insurance applies to this exception.



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

## **EXCLUSION - EMPLOYEE INJURY**

This endorsement modifies insurance provided under the following:

### **UMBRELLA LIABILITY POLICY**

The Employer Liability Exclusion under Paragraph **B., Exclusions** of Section **I – Coverages** is replaced by the following:

This policy does not apply any injury or damage to:

- a.** Any "employee" of any "insured" arising out of or in the course of employment by any "insured";
- b.** The spouse, child, parent, brother or sister of the "employee" as a consequence of Paragraph **a.** above; or
- c.** You or any of your partners or members (if you are a partnership or joint venture), or your members (if you are a limited liability company).

This exclusion applies:

- (1)** Whether any "insured" may be liable as an employer or in any other capacity;
- (2)** Whether or not liability for Paragraphs **a.**, **b.** or **c.** above is assumed by any "insured" under any contract or agreement; or
- (3)** To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury or damage.



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

## **ABSOLUTE LEAD EXCLUSION**

This endorsement modifies insurance provided under the

UMBRELLA LIABILITY POLICY

This policy does not apply to any damages, judgments, settlements, loss costs, or expenses that:

- a. May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred in whole or in part but for the lead hazard; or
- b. Arise out of any request, demand or order to:
  1. Identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize or mitigate or in any way respond to or assess the effects of the lead hazard; or
  2. As a result of such effects, repair, replace or improve any property.

- c. Arise out of any claim or any "suit" for damages because of:

1. Identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing or mitigating or in any way responding to or assessing the effects of the lead hazard; or
2. As a result of such effects, repairing, replacing or improving any property.

As used in this exclusion, lead hazard means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination.



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

## **EXCLUSION - SILICA**

This endorsement modifies insurance provided under the following:

### **UMBRELLA LIABILITY INSURANCE POLICY**

**A.** The following exclusion is added:

This policy does not apply to

**SILICA**

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "silica hazard".

**B.** The following is added to the **Definitions** Section:

"Silica hazard" means an exposure to, inhalation of or contact with, or threat of exposure to, inhalation of or contact with, the actual or alleged properties of silica or any silica containing materials and includes the mere presence of silica or any silica containing materials in any form.

Silica includes all forms of the compound silicon dioxide, including but not limited to quartz.





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

## **RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION**

This endorsement modifies insurance provided under the following:

### **UMBRELLA LIABILITY POLICY**

The following exclusion is added to Paragraph **B., Exclusions** of Section **I – Coverages** (For Virginia policyholders with Umbrella Liability Policy Provisions form XL 00 15, this exclusion *replaces* the Distribution of Material In Violation Of Statutes exclusion under Paragraph **B.** of Section **I – Coverages**):

This policy does not apply to:

#### **Recording And Distribution Of Material Or Information In Violation Of Law**

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- 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.



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

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the  
UMBRELLA LIABILITY POLICY

### **A. Disclosure Of Federal Share Of Terrorism Losses**

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

<b>Calendar Year</b>	<b>Federal Share of Terrorism Losses</b>
<b>2015</b>	<b>85%</b>
<b>2016</b>	<b>84%</b>
<b>2017</b>	<b>83%</b>
<b>2018</b>	<b>82%</b>
<b>2019</b>	<b>81%</b>
<b>2020 or later</b>	<b>80%</b>

However, if aggregate insured losses attributable to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, as amended (TRIA) exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

### **B. Cap On Insurer Liability For Terrorism Losses**

A "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 under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. 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.

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

### **C. Application of Other Exclusions**

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of Terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion, Pollution Exclusion, or War Exclusion.



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

## **EXCLUSION -- EXTERIOR INSULATION AND FINISH SYSTEM**

This endorsement modifies insurance provided under the following:

### **UMBRELLA LIABILITY POLICY**

- A. This policy does not apply to any type of injury, damages, judgments, settlements, loss, costs or expenses arising out of:
1. The application, construction, design, distribution, fabrication, installation, maintenance, manufacturing, service, inspection, repair or replacement of any "Exterior Insulation and Finish System;" or
  2. Any flashing, caulking or sealants used with or affecting the "Exterior Insulation and Finish System."
- B. For the purposes of this endorsement, "Exterior Insulation and Finish System" (commonly referred to as EIFS, synthetic stucco or by any other name) means a multi-lamina exterior building siding system composed of, but not limited to the following materials or components:
1. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials applied by adhesive or mechanical fasteners directly to a building's exterior sheathing materials or to a weather-resistive barrier;
  2. A reinforced base coat; and
  3. A finish coat providing surface texture and color.
- Such system may or may not have a component designed to channel water intrusion to the outside of the siding system.



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

## **AMENDED POLLUTION EXCLUSION**

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY POLICY

Exclusion 1. under Paragraph **B.**, **Exclusions of Section I – Coverages** is replaced by the following:

### **B. Exclusions**

This policy does not apply to:

#### **1. Pollution**

Any obligation:

- a.** To pay for the cost of investigation, defense or settlement of any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the pollution hazard; or
- b.** To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:
  - (1)** By reason of any such claim or suit or any such injury or damage; or
  - (2)** In complying with any action authorized by law and relating to such injury or damage.

As used in this exclusion, pollution hazard means any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

The **EXCEPTION** to the exclusion continues to apply.



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

## **FOLLOWING FORM ENDORSEMENT - AUTOMOBILE LIABILITY**

This endorsement modifies insurance provided under the following:

### **UMBRELLA LIABILITY POLICY**

The following exclusion is added to Paragraph **B.**,  
**Exclusions** of Section **I – Coverages**:

This policy does not apply to:

#### **Automobile Liability**

"Bodily injury" or "property damage" arising out of the:

1. Ownership;
  2. Operation;
  3. Maintenance;
  4. Use;
  5. Entrustment to others; or
  6. Loading or unloading
- of any "auto".

#### **EXCEPTION**

This exclusion does not apply if "underlying insurance" is maintained providing coverage for such "auto" with minimum underlying limits as described for Commercial Automobile Liability in the Schedule of Underlying Insurance Policies, but in no event shall any coverage restored by this exception apply to any claim or "suit" to which "underlying insurance" does not apply. Coverage provided by this exception will follow the provisions, exclusions and limitations of the "underlying insurance".

Condition **K.** - Maintenance of Underlying Insurance applies to this exception.



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

**FOLLOWING FORM ENDORSEMENT -  
EXPOSURES NOT CONTEMPLATED IN CLASSIFICATION  
(REAL ESTATE DEVELOPMENT PROPERTY)**

This endorsement modifies insurance provided under the following:  
UMBRELLA LIABILITY POLICY

**EXCLUSION SCHEDULE**

- (a)** contracting operations of any kind
- (b)** subcontracted operations
- (c)** model homes
- (d)** vacant buildings
- (e)** vacant land not being actively developed which is physically separated from any "real estate development property"

This policy does not apply to "bodily injur", "property damag", or "personal and advertising injury" arising out of any premises, hazards or operations shown in the Exclusion Schedule.

"Real estate development property" means land in any stage of active development. Active development includes site preparation work as well as actual construction activities.

**EXCEPTION**

This exclusion does not apply if "underlying

insurance" is maintained providing coverage for any such liability with minimum underlying limits as described in the Schedule of Underlying Insurance Policies, but in no event shall any coverage restored by this exception apply to any claim or "suit" to which "underlying insurance" does not apply. Coverage provided by this exception will follow the provisions, exclusions and limitations of the "underlying insurance".

**Condition K - Maintenance of Underlying Insurance** applies to this exception.



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

## **FOLLOWING FORM ENDORSEMENT - FUNGI, BACTERIA AND VIRUSES**

This endorsement modifies insurance provided under the

### **UMBRELLA LIABILITY POLICY**

This policy does not apply to:

1. Injury or damage arising out of or related to the presence of, suspected presence of, or exposure to:
  - a. Fungi, including but not limited to mold, mildew, and yeast;
  - b. Bacteria;
  - c. Viruses; or
  - d. Dust, spores, odors, particulates or byproducts, including but not limited to mycotoxins and endotoxins, resulting from any of the organisms listed in a., b., or c. above;from any source whatsoever.
2. Any loss, cost or expense arising out of the testing for, monitoring of, cleaning up of, removal of, containment of, treatment of, detoxification of, neutralization of, remediation

of, disposal of, or any other response to or assessment of, the effects of any of the items in **1.a., b., c. or d.** above, from any source whatsoever.

#### **EXCEPTION**

This exclusion does not apply if "underlying insurance" is maintained providing coverage for such liability with minimum underlying limits as described in the Schedule of Underlying Insurance Policies, but in no event shall any coverage restored by this exception apply to any claim or "suit" to which "underlying insurance" does not apply. Coverage provided by this exception will follow the provisions, exclusions and limitations of the "underlying insurance".

**Condition K. - Maintenance Of Underlying Insurance** applies to this exception.



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

## **FOLLOWING FORM ENDORSEMENT - PERSONAL AND ADVERTISING INJURY**

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY POLICY

Exclusion **B.4. (Section I – Coverages)**, is replaced by the following:

#### **4. Personal And Advertising Injury**

This policy does not apply to "personal and advertising injury".

#### **EXCEPTION**

This exclusion does not apply to the extent that coverage for such "personal and advertising injury" is provided by "underlying insurance", but in no event shall any "personal and advertising injury" coverage provided under this policy apply to any claim or "suit" to which "underlying insurance" does not apply.

Any coverage restored by this **EXCEPTION** applies only to the extent that such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.





## **PRODUCER COMPENSATION NOTICE**

You can review and obtain information on The Hartford's producer compensation practices at [www.TheHartford.com](http://www.TheHartford.com) or at 1-800-592-5717.