17-0154-00
ASSUREDPARTNERS OF ALABAMA LLC
5251 HAMPSTEAD HIGH ST STE 200
MONTGOMERY AL 36116

Agency phone: 334.270.6824

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

12-23-2024

Owners Insurance Company

This is not a bill. The premium can be paid before a bill is sent using any of the following methods:

Pay Online
www.auto-owners.com
Pay My Bill

Pay by Phone
1.800.288.8740

Pay by Mail
AUTO-OWNERS INSURANCE
PO BOX 740312
CINCINNATI, OH 45274-0312

STILLWATERS RESIDENTIAL ASSOCIATION
1816 STILL WATERS DR
DADEVILLE AL 36853-5630

RE: Policy 51-098-704-01 Billing Account 015582220

Thank you for selecting Auto-Owners Insurance Group to service your insurance needs!

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages, and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent **334.270.6824**, and discuss which company and program might be appropriate for you. After talking with your agent, if there are any unanswered questions, please contact us at 517.323.1200.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

59325 (12-19)

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

59390 (11-20)

NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

1. Subject to policy terms and conditions, the enclosed policy will provide insurance coverage for certified acts of terrorism as defined in the Act only until December 31, 2027.

2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.

3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.

4. A premium charge for the conditional endorsement will be applied effective January 1, 2028. The premium will be pro rated for the remainder of the policy term and is one-half of the current premium charge appearing in the Declarations for TERRORISM - CERTIFIED ACTS. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extend. Revised Declarations will be mailed to you after January 1, 2028.

5. If the Act is extended without any revision, the enclosed policy will continue to provide coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.

6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

66250 (8-21)

NOTICE OF CHANGE IN POLICY TERMS
COMMUNICABLE DISEASE EXCLUSION

Dear Policyholder,

The umbrella coverage provided by this policy is amended by form 66244 (06-21) Communicable Disease Exclusion to clarify our intent to exclude the alleged or actual transmission of communicable disease. The endorsement includes language to exclude liability coverage even if claims against an insured allege negligence or other wrongdoing in the:

1. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
2. Testing for a communicable disease;
3. Failure to prevent the spread of the disease; or
4. Failure to report the disease to authorities

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

Please review the endorsement and your policy carefully. If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

UMBRELLA POLICY DECLARATIONS

AGENCY ASSUREDPARTNERS OF ALABAMA LLC
17-0154-00 MKT TERR 040 (334) 270-6824

Renewal Effective 03-01-2025

POLICY NUMBER **51-098-704-01**

Company Use 38-21-AL-1903

INSURED STILLWATERS RESIDENTIAL ASSOCIATION

ADDRESS 1816 STILL WATERS DR

DADEVILLE AL 36853-5630

Company Bill

POLICY TERM
12:01 a.m. 03-01-2025 to 12:01 a.m. 03-01-2026

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

COMMERCIAL UMBRELLA

LIMITS OF LIABILITY:

Products-Completed Operations Aggregate	$ 5,000,000
Other Aggregate	$ 5,000,000
Each Incident Limit	$ 5,000,000

RETAINED LIMIT: $ 10,000 (Waived when an Auto-Owners Insurance Group Company provides both the Commercial Automobile and Commercial General Liability coverage).

FORMS THAT APPLY TO THIS POLICY:

26800	(07-05)	26606	(09-19)	59350	(01-15)	26366	(07-05)	26505	(07-08)
26541	(08-05)	26560	(02-09)	26527	(09-09)	66085	(07-14)	66088	(09-14)
66119	(12-15)	66127	(06-17)	66174	(12-17)	66151	(12-17)	66175	(12-17)
66206	(09-19)	66244	(06-21)	26296	(07-05)	26531	(07-05)		

	PREMIUM
COMMERCIAL UMBRELLA PREMIUM	$3,606.31

THE POLICY PREMIUM SHOWN ABOVE INCLUDES:
TERRORISM
CERTIFIED ACTS SEE FORMS 59350, 26505, 59390 $35.71

	TERM
TOTAL POLICY PREMIUM	$3,606.31

PROGRAM: Commercial

A 10% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):
Comm Auto(X) Comm Prop/Comm Liab(X) Farm( ) WC( ) Life( ) Personal( ).

OWNERS INS. CO. Issued 12-23-2024

AGENCY ASSUREDPARTNERS OF ALABAMA LLC Company **POLICY NUMBER** **51-098-704-01**
17-0154-00 MKT TERR 040 Bill Company Use 38-21-AL-1903

INSURED STILLWATERS RESIDENTIAL ASSOCIATION Term 03-01-2025 to 03-01-2026

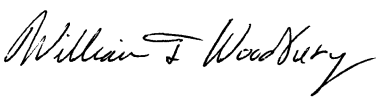
SCHEDULE OF UNDERLYING INSURANCE

NAME OF INSURER	TYPE OF POLICY	YOU HAVE AGREED TO MAINTAIN LIMITS AS FOLLOWS:
OWNERS INSURANCE COMPANY	COMMERCIAL GENERAL LIABILITY	COMBINED SINGLE LIMITS
	General Aggregate	$2,000,000
	Products and Completed Operations Aggregate	$2,000,000
	Occurrence	$1,000,000
	Personal/Advertising Injury	$1,000,000
	Hired/Non-Ownership Automobile Liability	Included
AUTO-OWNERS INSURANCE COMPANY	AUTOMOBILE LIABILITY	COMBINED SINGLE LIMITS
	All Owned Automobile Liability	$1,000,000
	Hired/Non-Ownership Automobile Liability	Included

Commercial Umbrella Insurance Policy

Owners Insurance Company

In witness whereof, we, the Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.



Secretary

President

26418 (7-12)

26800 (7-05)

A QUICK GUIDE TO YOUR COMMERCIAL UMBRELLA POLICY

The **DECLARATIONS PAGE** contains:

Your name
Policy Term
Limits of Liability
Schedule of Underlying Insurance
Endorsements That Apply

You Will Find	**Beginning On Page**
INSURING AGREEMENT	2
DEFINITIONS	2
COVERAGE	6
EXCLUSIONS	8
DEFENSE AND SETTLEMENT PAYMENTS	15
PERSONS AND ORGANIZATIONS INSURED	16
LIMITS OF LIABILITY	16
CONDITIONS	17

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COMMERCIAL UMBRELLA POLICY

INSURING AGREEMENT

We agree to provide insurance relying on the statements in the Declarations and subject to all the terms and conditions of this policy. In return, **you** must pay the premium and comply with all policy terms and conditions.

DEFINITIONS

To understand this policy, **you** must understand what **we** mean when **we** use these words and phrases. They appear in bold-faced print in this section and wherever used in the policy.

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

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

2. Regarding web-sites, only that part of a web-site that is about **your** goods, products or services for the purpose of attracting customers or supporters is considered an **advertisement**.

B. Advertising injury means injury arising out of one or more of the following offenses:

1. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services in **your advertisement**;

2. Oral or written publication, in any manner, of material that violates a person's right of privacy in **your advertisement**;

3. The use of another's advertising idea in **your advertisement**; or

4. Infringing upon another's copyright, **trade dress** or slogan in **your advertisement**.

C. Aircraft means any conveyance:

1. Designed or used for flight including self-propelled missiles and spacecraft; and

2. Designed to transport any person or property in the air.

D. Automobile means a land motor vehicle, trailer or semi-trailer.

E. Bodily injury means bodily injury, bodily sickness or bodily disease sustained by a person, including death resulting from any of these at any time.

F. Executive officer means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.

G. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

H. Impaired property means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or

2. **You** have failed to fulfill the terms of a contract or agreement

if such property can be restored to use by:

1. The repair, replacement, adjustment or removal of **your product** or **your work**; or

2. **Your** fulfilling the terms of the contract or agreement.

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I. **Incident** means either an occurrence or an offense, whichever is the basis of coverage, then:

1. When coverage applies on an occurrence basis, **incident** means an accident with respect to:

a. **Bodily injury**, including damages claimed by any person or organization for care, loss of services or death resulting at anytime from the **bodily injury**; or

b. **Property damage**

including continuous or repeated exposure to substantially the same general harmful conditions. Continuous or repeated exposure to substantially the same general harmful conditions constitutes one **incident**.

2. When coverage applies on an offense basis, **incident** means an offense committed by the **insured** resulting in **personal injury** or **advertising injury**, including all such injury sustained by any one person or organization.

J. **Insured** means the person(s) or organization(s) qualifying as such under the **PERSONS AND ORGANIZATIONS INSURED** section of this policy.

K. **Insured Contract**

1. **Insured contract** means:

a. A contract for a lease of premises;

b. A sidetrack agreement;

c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;

d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

e. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for such municipality;

f. An elevator maintenance agreement;

g. That part of any contract or agreement entered into, as part of **your** business, pertaining to the rental or lease, by **you** or any of **your** employees, of any **automobile**; or

h. That part of any other contract or agreement pertaining to **your** business (including indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the **tort liability** of another to pay damages because of **bodily injury** or **property damage** to a third person or organization.

2. An **insured contract** does not include that part of any contract or agreement:

a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(1) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

b. Under which the **insured**, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the **insured's** rendering or failing to render professional services, including those listed in **a.** immediately above and supervisory, inspection, architectural or engineering activities;

c. For a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner;

d. That indemnifies a railroad for **bodily injury** or **property damage** arising out of

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construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

e. For the rental, loan or lease of any **automobile** with a driver by **you** or which is rented, loaned or leased with a driver with **your** expressed permission;

f. That holds a person or organization engaged in the business of transporting property for hire harmless for **your** use of **your automobile** over a route or territory that person or organization is authorized to serve by public authority; or

g. That requires payment for **property damage** to any **automobile you** hire, lease or borrow or which is hired, leased or borrowed with **your** expressed permission.

L. Personal injury means injury, other than **bodily injury**, arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;

2. Malicious prosecution;

3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises, that a person occupies, committed by or on behalf of its owner, landlord or lessor;

4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

5. Oral or written publication of material, in any manner, that violates a person's right to privacy; or

6. Discrimination or humiliation.

M. Policy territory means anywhere in the world, provided that a **suit** on the merits is brought in the United States of America (including its territories and possessions), Puerto Rico or Canada.

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

O. Products-completed operations hazard includes all **bodily injury** and **property damage** occurring away from premises **you** own or rent and arising out of **your product** or **your work** except:

1. Products that are still in **your** physical possession; or

2. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:

a. When all of the work called for in **your** contract has been completed.

b. When all of the work to be done at the job site has been completed, if **your** contract calls for work at more than one job site.

c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

The **products-completed operations hazard** does not include **bodily injury** or **property damage** arising out of:

1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by **you**, and that condition was created by the loading or unloading of that vehicle by any **insured**;

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2. The existence of tools, uninstalled equipment or abandoned or unused materials; or

3. Products or operations for which the classification in the **underlying insurance** states that products-completed operations are included.

P. **Property damage** means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss shall be deemed to occur at the time of the physical injury that caused the loss of use.

2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **incident** that caused the loss of use.

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

As used in this definition, 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.

Q. **Retained limit** means the amount shown in the Declarations as **retained limit**. This is the amount **you** are responsible for as part of any settlement or judgment resulting from any one **incident** not covered by **underlying insurance**, but covered by this insurance.

R. **Scheduled underlying insurance** means the insurance policies shown in the Schedule of Underlying Insurance including any renewal or replacement of such contracts which are not more restrictive.

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

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

U. **Suit** means a civil proceeding in which damages because of **bodily injury**, **property damage**, **personal injury** or **advertising injury** to which this insurance applies are alleged. **Suit** includes:

1. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with **our** consent; or

2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with **our** consent.

V. **Tort liability** means a liability that would be imposed by law in the absence of any contract or agreement.

W. **Trademark** means any registered or unregistered word, name, symbol, sign, device or any combination thereof used to identify or distinguish a person's or organization's goods, products or services from those of others and to indicate or identify the origin or source of such goods, products or services, even if the origin or source is unknown. **Trademark** includes registered **trade dress** and **trade dress** which is used with or incorporates any **trademark**.

X. **Trade dress** means the unregistered and nonfunctional distinctive packaging, appearance, image, design, color scheme or shape or combination thereof used to identify or distinguish a person's or organization's goods, products or services from those of others and to indicate or identify the origin or source of such goods, products or services, even if the source is unknown. **Trade dress** does not include:

1. Registered **trade dress**;

2. **Trademark**; or

3. **Trade dress** which is used with or incorporates any **trademark**.

Y. **Ultimate net loss** means the sum actually payable by **us** to procure settlement or satisfaction of the **insured's** legal obligation for damages either by:

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1. Final adjudication; or

2. Compromise with **our** written consent.

However, **ultimate net loss** shall not include salaries of the **insured's** employees or those of an **underlying insurer** or expenses incurred by the **insured**, **underlying insurer** or **us** in investigation, adjustment or litigation.

Z. Underlying insurance means both **scheduled underlying insurance** and **unscheduled underlying insurance**.

AA. Underlying insurer means any insurer whose policy covers an **incident** also covered by this policy, but does not include insurers whose policies are excess of this insurance. It includes all insurers providing **scheduled underlying insurance** and **unscheduled underlying insurance**.

BB. Unscheduled underlying insurance means any insurance policies available to any **insured** (whether primary, excess, excess-contingent or otherwise) except the policies shown in the Schedule of Underlying Insurance. **Unscheduled underlying insurance** does not include any insurance which is sold as excess of this insurance.

CC. We, **us** and **our** means the Company providing this insurance.

DD. You and **your** means the person(s) or organization(s) shown as the Named **Insured** in the Declarations.

EE. Your product means:

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

a. You;

b. Others trading under **your** name; or

c. A person or organization whose business or assets **you** have acquired; and

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

Your product includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of any of the items included in **1.** and **2.** immediately above.

Your product also includes the providing of or failure to provide warnings or instructions relative to any of the items in **1.** or **2.** immediately above.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

FF. Your work means:

1. Work or operations performed by **you** or on **your** behalf; and

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

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of any of the items included in **1.** or **2.** immediately above.

Your work also includes the providing of or failure to provide warnings or instructions relative to any of the items included in **1.** or **2.** immediately above.

COVERAGE

A. We will pay those sums included in **ultimate net loss** that the **insured** becomes legally obligated to pay as damages because of:

1. Bodily injury;

2. Property damage;

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3. Personal injury; or

4. Advertising injury

to which this insurance applies caused by an **incident**.

B. If the basis of coverage for an **incident** is:

1. An occurrence:

a. The **bodily injury** and **property damage** must take place during the policy term; and

b. The **incident** must take place in the **policy territory**; and

c. This insurance applies to **bodily injury** and **property damage** only if:

(1) Before the beginning of the policy term shown in the Declarations, none of the following persons knew that the **bodily injury** or **property damage** had occurred in whole or in part:

(a) If **you** are designated in the Declarations as an individual, **you** and **your** spouse.

(b) If **you** are designated in the Declarations as a partnership or joint venture, **your** members and **your** partners and their spouses.

(c) If **you** are designated in the Declarations as a limited liability company, **your** members.

(d) If **you** are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company, **your executive officers** and directors.

(e) **Your** employee authorized by **you** to give or receive notice of an **incident**.

If any of the above persons knew prior to the policy term 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 term will be deemed to have been known before the beginning of the policy term shown in the Declarations.

(2) **Bodily injury** and **property damage** will be deemed to have been known to have occurred at the earliest time when any person shown in **c.(1)(a)** through **c.(1)(e)** immediately above:

(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.

2. An offense:

a. The **personal injury** and **advertising injury** must be committed during the policy term; and

b. The **incident** must take place in the **policy territory**.

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EXCLUSIONS

This policy does not apply to:

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

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

1. Your product;

2. Your work; or

3. Impaired property

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

C. Any alleged or actual violation of the Employee's Retirement Income Security Act (ERISA) of 1974 or subsequent amendments.

D. Any wrongful act, error or omission or breach of duty by any **insured** in the performance of the office of director or officer of an organization.

E. Liability for injury or damages to **you** or any other **insured**.

F. Any claim, **suit**, action or proceeding against any **insured** arising out of the discharge, dispersal, release, escape or inhalation of any asbestos-related particles, dust, irritants, contaminants, **pollutants**, toxic elements or materials.

G. Any claim, **suit**, action or proceeding against any **insured** arising out of the discharge, dispersal, release, escape or inhalation of any **silica** or **silica-related dust**.

H. **Bodily injury**, **property damage**, **personal injury** or **advertising injury** however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war;

2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

3. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

I. **Bodily injury**, **property damage**, **personal injury** or **advertising injury**:

1. With respect to which an **insured** under this policy is also an **insured** under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or 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;

2. Resulting from the hazardous properties of **nuclear material** and with respect to which:

a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

b. The **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or

3. Resulting from the **hazardous properties** of **nuclear material**, if:

a. The **nuclear material**:

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(1) Is at any **nuclear facility** owned by, operated by or on behalf of, an **insured**; or

(2) 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 loss 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 property thereat.

As used in only this exclusion:

1. **Hazardous properties** include radioactive, toxic or explosive properties.

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

3. **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.

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

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

a. Containing **by-product material** other than the tailings or **waste** 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 within the definition of **nuclear facility** under paragraph **a.** or **b.** thereof.

6. **Nuclear facility** means:

a. Any **nuclear reactor**;

b. Any equipment or device designed or used for:

(1) Separating the isotopes of uranium or plutonium;

(2) Processing or utilizing **spent fuel**; or

(3) Handling, processing or packaging **waste**;

c. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**

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

7. **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.

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

J. 1. **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge,

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dispersal, seepage, migration, release or escape of **pollutants**:

a. That are, or are contained in any property that is:

(1) Being transported or towed by, handled or prepared for placement into or upon, or taken from any **automobile**;

(2) Otherwise in the course of transit by an **insured** or on behalf of an **insured**; or

(3) Being disposed of, stored, treated or processed into or upon any **automobile**.

However, paragraph **1.a.** does not apply to **pollutants** that are needed or result from the normal mechanical, electrical or hydraulic functioning of the **automobile** or its parts, if the escape, discharge, dispersal, seepage, migration or release of such **pollutants** are directly from a part of the **automobile** designed to hold, store, receive or dispose of such **pollutants** by the **automobile** manufacturer.

b. Before such **pollutants** or property containing **pollutants** are moved from the place they are accepted by an **insured** or anyone acting on behalf of an **insured** for placement into or onto any **automobile**.

c. After such **pollutants** or property containing **pollutants** are removed from any **automobile** to where they are delivered, disposed of or abandoned by an **insured** or anyone acting on behalf of an **insured**.

1.b. and **1.c.** immediately above do not apply, if as a direct result of the maintenance or use of the **automobile**, **pollutants** or property containing **pollutants** which are not in or upon the **automobile**, are upset, overturned or damaged at any premises not owned by or leased to an **insured**. The discharge, dispersal, release, seepage, migration or escape of the **pollutants** must be directly caused by such upset, overturn or damage.

d. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**. However, this paragraph **d.**, does not apply to:

(1) **Bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;

(2) **Bodily injury** or **property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site or location has been added to the applicable **scheduled underlying insurance** as an additional **insured** with respect to **your** ongoing operations performed for that additional **insured** at the premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured** other than that additional **insured**; or

(3) **Bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**.

e. At or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste.

f. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(1) Any **insured**; or

(2) Any person or organization for whom **you** may be legally responsible.

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g. At or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor. However, this paragraph **g.** does not apply to:

(1) **Bodily injury** or **property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of an **automobile** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **insured**, contractor or subcontractor;

(2) **Bodily injury** or **property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by **you** or on **your** behalf by a contractor or subcontractor; or

(3) **Bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**.

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

2. **Personal injury** or **advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.

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

a. Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or

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

However, this paragraph does not apply to liability for damages because of covered **property damage** that the **insured** would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or **suit** by or on behalf of a governmental authority.

K. **Bodily injury**, **personal injury** or **advertising injury** arising out of or resulting from the transmission of any communicable disease by any **insured**.

L. **Bodily injury**, **personal injury** or **advertising injury**:

1. To a person arising out of any:

a. Refusal to employ a person;

b. Termination of a person's employment;

c. Employment-related practice, policy, act or omission, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment,

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humiliation or discrimination directed at a person; or

d. Criminal or civil action brought against a person by or at the direction of the **insured** directly or indirectly related to any offense described in **L.1.a.**, **b.** or **c.** above; or

2. Anyone as a consequence of **bodily injury**, **personal injury** or **advertising injury** to a person at whom any of the employment-related practices described in **L.1.** above is directed.

This exclusion applies:

1. Whether the **insured** may be liable as an employer in any other capacity;

2. Whether the offense is alleged to arise out of the employment during the course or scope of employment, outside the course or scope of employment or after termination of employment;

3. Whether directly or indirectly related to a person's prospective, current or past employment; and

4. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

N. **Bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, entrustment to others, or loading or unloading of an **aircraft**. This exclusion shall not apply to liability to the extent insurance is provided such **insured** by **scheduled underlying insurance**.

O. **Bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, entrustment to others, or loading or unloading of a watercraft if such watercraft is owned or chartered without a crew by or on behalf of any **insured**. This exclusion shall not apply to liability:

1. For a watercraft while ashore on premises owned, rented or controlled by an **insured**; or

2. To the extent insurance is provided such **insured** by **scheduled underlying insurance**.

P. **Bodily injury** or **property damage** arising out of uninsured motorist, underinsured motorist, **automobile** no-fault, personal injury protection or any other similar law.

Q. **Bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

1. Assumed in a contract or agreement that is an **insured contract**, provided such **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the **insured**, it also does not apply to such liability assumed by the **insured** under an **insured contract**; or

2. That the **insured** would have in the absence of the contract or agreement.

R. **Personal injury** or **advertising injury**:

1. Caused by or at the direction of any **insured** with the knowledge that the act would violate the rights of another and would inflict **personal injury** or **advertising injury**; or

2. Expected or intended by any **insured**. This exclusion **R.2.**, does not apply to **personal injury**.

S. **Personal injury** or **advertising injury**:

1. Arising out of oral or written publication of material, if done by or at the direction of the **insured** with knowledge of its falsity;

2. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy term;

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3. Arising out of a criminal act or violation of a penal statute or ordinance committed by or at the direction of the **insured**;

4. For which the **insured** has assumed liability in a contract or agreement. This part of the exclusion does not apply to liability for damages that the **insured** would have in the absence of such contract or agreement; or

5. Committed by an **insured** whose business is:

a. Advertising, broadcasting, publishing or telecasting;

b. Designing or determining content of websites for others; or

c. An Internet search, access, content or service provider.

For the purpose of **5.a.** of this exclusion, the placing of frames, borders, links or advertising, for **you** or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

However, this exclusion does not apply to **personal injury** resulting from:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution; or

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

T. **Personal injury** or **advertising injury** arising out of the infringement of copyright, patent, **trademark**, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in **your advertisement** of copyright, **trade dress** or slogan.

U. **Personal injury** or **advertising injury** arising out of an electronic chatroom or bulletin board the **insured** hosts, owns or over which the **insured** exercises control for any purpose.

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

W. **Personal injury** or **advertising injury** arising out of any **incident** first committed before the beginning of the policy term.

X. 1. **Bodily injury** or **personal injury** of an employee of the **insured** arising out of and in the course of employment by the **insured**; or

2. A loss or claim by the spouse, child, parent, brother or sister of the employee of the **insured** as a consequence of **X.1.** immediately above.

This exclusion applies:

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.

This exclusion does not apply to:

1. Liability assumed by the **insured** under an **insured contract**; or

2. **Bodily injury** with respect to which insurance is provided such **insured** by **scheduled underlying insurance**.

Y. **Property damage** to:

1. Property **you**:

a. Own, including any cost or expense incurred by **you**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or main-

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tenance of such property for any reason, including prevention of injury to another's property;

b. Rent, occupy or use, including any cost or expense incurred by **you**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property. This exclusion applies only to the extent the **insured** is required by contract to provide insurance for such property;

2. Property that any of **your**:

a. Employees;

b. Volunteer workers;

c. Partners or members (if **you** are a partnership or joint venture); or

d. Members (if **you** are a limited liability company)

own, rent, occupy or use. However, this exclusion, **Y.2.**, shall not apply to **your** liability for damage to such property.

3. Premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises;

4. Property loaned to **you**;

5. Personal property in any **insured's** care, custody or control, but this exclusion applies only to the extent the **insured** is required by contract to provide insurance for such property;

6. That particular part of real property on which any **insured** or any contractor or subcontractor working directly or indirectly on **your** behalf are performing operations, if **property damage** arises out of those operations; or

7. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

This exclusion does not apply with respect to:

a. **Y.3.**, if the premises are **your work** and were never occupied, rented or held for rental by **you**;

b. **Y.4.**, **5.**, **6.**, and **7.** to liability assumed under a sidetrack agreement; or

c. **Y.7.** to **property damage** included in the **products-completed operations hazard**.

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

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

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

1. A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**;

2. A delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.

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

CC. **Advertising injury** arising out of:

1. A breach of contract, except an implied contract to use another's advertising idea in **your advertisement**.

2. The failure of goods, products or services to conform with any statement or representation of quality or performance made in **your advertisement**; or

3. The wrong description of the price of goods, products or services.

DD. **1.** Punitive or exemplary damages, except to the extent that coverage is provided in any

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scheduled underlying insurance shown in the Declarations under the Schedule of Underlying Insurance provided such coverage is maintained:

a. At the agreed liability limits shown in the Schedule of Underlying Insurance; and

b. In accordance with the **Maintenance of Underlying Insurance** condition.

2. When coverage is afforded for punitive or exemplary damages under this policy:

a. Such damages are included with compensatory damages in the limits shown in the Declarations; and

b. Are not to be construed, in any event, as additional amounts of insurance.

DEFENSE AND SETTLEMENT PAYMENTS

When Underlying Insurance Does Not Apply To An Incident

When **underlying insurance** does not apply to an **incident** which is covered by this policy, **we** have the right and duty to defend any **suit** against the **insured** seeking damages on account of **bodily injury**, **property damage**, **personal injury** or **advertising injury**. **We** may investigate and settle any claim or **suit** at **our** discretion, but **our** right and duty to defend any **suit** ends when **we** have used up **our** limit of liability as described in the **LIMITS OF LIABILITY** section in payment of judgments or settlements.

We will pay with respect to any claim **we** investigate or settle or any **suit** against an **insured we** defend:

A. All expenses **we** incur.

B. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of liability. **We** do not have to apply for or furnish such bonds.

C. The cost of bail bonds (including bonds required because of an accident or related traffic law violation) required because of an **incident** to which this policy applies. **We** shall not apply for or furnish such bonds. **Our** maximum payment is $2,000 per **incident**.

D. All reasonable expenses incurred by the **insured** at **our** request, including actual loss of earnings up to $250 a day because of time off from work.

E. All costs taxed against the **insured** in the **suit**.

F. Prejudgment interest awarded against the **insured** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of liability, **we** will not pay any prejudgment interest based on that period of time after the offer.

G. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of liability.

These payments will be in addition to the applicable limit of liability. However, if the **scheduled underlying insurance** includes the amount paid for any of these within their applicable limit of liability, then **we** will also include the amount **we** pay for these within **our** limit of liability to the extent they were included under the **scheduled underlying insurance**.

Where **we** may be prevented by law or otherwise from carrying out this agreement, **we** shall pay any expense incurred with **our** written consent in accordance with this agreement.

When Underlying Insurance Does Apply To An Incident

When **underlying insurance** does apply to an **incident**, this policy will not apply to defense, investigation, settlement or legal expenses which are covered by **scheduled underlying insurance** or **unscheduled underlying insurance**, but **we** have the right to associate with the **insured** in the defense and control of any claim or proceeding for which coverage may be afforded by this policy. In such event, the **insured** must cooperate fully with **us**.

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PERSONS AND ORGANIZATIONS INSURED

Each of the following is an **insured** under this policy to the extent described below:

A. If **you** are designated in the Declarations as an individual, **you** and **your** spouse are **insureds**, but only for the conduct of a business of which **you** are the sole owner.

B. If **you** are designated in the Declarations as a partnership or joint venture, **you** are an **insured**. **Your** members, **your** partners, and their spouses are also **insureds**, but only with respect to the conduct of **your** business.

C. If **you** are designated in the Declarations as 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 managers.

D. If **you** are a trust, **you** are an **insured**. **Your** trustees are also **insureds**, but only with respect to their duties as trustees.

E. If **you** are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company:

1. **You** are an **insured**; and

2. Any organization **you** newly acquire or form, other than a partnership, joint venture or limited liability company, and over which **you** maintain ownership or majority interest, will qualify as an **insured** if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 90th day after **you** acquire or form the organization or the end of the policy term, whichever is earlier; and

   b. Coverage does not apply to **bodily injury**, **property damage**, **personal injury** or **advertising injury** that occurred before **you** acquired or formed the organization.

F. Any **executive officer** or director of **yours** while acting within the scope of his or her duties for **you**. **Your** stockholders are **insureds**, but only with respect to their liability as a stockholder.

G. Any person (other than **your** employee) or organization while acting as **your** real estate manager.

H. Any person, organization, trustee or estate with respect to which **you** are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or on behalf of, or to facilities of or used by, **you**.

I. Subject to the terms and conditions of this insurance, any other **insured(s)** included in the **scheduled underlying insurance** issued to **you** and shown in the Declarations, but only to the extent that insurance is provided for such other **insured(s)** in the **scheduled underlying insurance**.

However, 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.

LIMITS OF LIABILITY

A. The Limits of Liability shown in the Declarations and the following provisions determine the most **we** will pay regardless of the number of:

1. **Insureds**;

2. Persons or organizations who sustain damage;

3. Claims made or **suits** brought; or

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4. **Automobiles** involved in an **incident**.

B. The each **incident** limit of liability shown in the Declarations is the most **we** will pay for **ultimate net loss** arising out of any one **incident**. Subject to the limits of liability shown in the Declarations, **we** shall only be liable for the **ultimate net loss** in excess of either:

1. The applicable limits of **scheduled underlying insurance** plus the limits of any **unscheduled underlying insurance**; or

2. The **retained limit** if an **incident** is not covered by **underlying insurance**, but is covered by the terms and conditions of this policy.

C. The Products-Completed Operations Aggregate shown in the Declarations is the most **we** will pay for **ultimate net loss** for covered damages arising out of the **products-completed operations hazard**.

D. The Employers Liability Aggregate shown in the Declarations is the most **we** will pay for **ultimate net loss** because of **bodily injury** sustained by **your** employees arising out of and in the course of their employment by **you**.

E. The Other Aggregate shown in the Declarations is the most **we** will pay for **ultimate net loss** for covered damages other than those in **C.** and **D.** immediately above. This aggregate does not apply to damages arising out of the ownership, operation, maintenance or use of any **automobile**.

We may pay one or more of the above aggregates during any one policy term, but under no circumstances will **our** payment exceed the each **incident** limit of liability shown in the Declarations for any **incident**. Any amount paid for damages will reduce the amount of the applicable aggregate limit of liability for the remainder of the policy term.

The aggregate limits of liability shown in the Declarations apply separately to each consecutive policy term and to any period of less than twelve months. If this policy is extended for a period of less than 12 months, the extended period will be deemed to be part of the last preceding period for purposes of determining the limits of liability.

F. In the event of the reduction or exhaustion of the aggregate limits of liability shown in the **scheduled underlying insurance** by reason of losses paid, this policy shall, subject to this **LIMITS OF LIABILITY** provision, and to the terms and conditions of this policy:

1. In the event of reduction, apply in excess of the reduced **scheduled underlying insurance**; or

2. In the event of exhaustion, apply in place of the **scheduled underlying insurance**.

CONDITIONS

This policy is subject to the following conditions:

A. Appeals

If the **insured** or any insurer who provides the applicable **underlying insurance** elects not to appeal a judgment which exceeds the underlying limit or **retained limit**, **we** may elect to do so at **our** own expense. **We** shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase **our** liability beyond our applicable limits of liability for all **ultimate net loss** plus the expense of such appeal.

B. Assignment

No interest in this policy may be assigned without **our** written consent. But, if **you** should die within the policy term, the policy will cover:

1. **Your** legal representative, as the Named **Insured**, but only with respect to his or her duties as such; and

2. Any person or organization having proper temporary custody of **your** property, as **insured**, but only until **your** legal representative has been appointed.

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C. Changes

This policy contains all the agreements between **you** and **us** or any of **our** agents relating to this insurance. The terms of this policy may not be changed except by endorsement issued by **us**.

D. Insolvency or Bankruptcy

1. **We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured** or of any **insured's** estate.

2. Insolvency or bankruptcy of the **underlying insurer** will not relieve **us** of **our** obligation under this policy.

3. This policy will not replace the **underlying insurance** in the event of the insolvency or bankruptcy of the **underlying insurer**. This policy will apply as if the **underlying insurance** was in full effect.

E. Inspection and Audit

We shall be permitted, but not obligated, to inspect **your** property and operations at any time. **Our** inspection, or reports or recommendations based on such inspections shall not constitute an undertaking to determine or warrant that such property or operations are:

1. Safe or healthful; or

2. In compliance with any law, rule or regulation.

We may examine and audit **your** books and records:

1. At any time during the policy term; and

2. Within three years after the final termination of this policy, as they relate to this insurance.

F. Legal Action Against Us

We may not be sued unless:

1. There is full compliance with all the terms of this policy; and

2. Until the obligation of an **insured** to pay is finally determined either by:

   a. Judgment against the **insured** after actual trial; or

   b. By written agreement of the **insured**, the claimant and **us**.

No one shall have any right to make **us** a party to a **suit** to determine the liability of an **insured**.

G. Maintenance of Underlying Insurance

You agree to maintain in full effect the **scheduled underlying insurance** shown in the Declarations during the term of this policy. **We** will not consider a reduction or exhaustion of the aggregate limit of any **scheduled underlying insurance** by payments of judgments and settlements with respect to **incidents** during the term of this policy as a failure to maintain **scheduled underlying insurance** in full effect. If **you** fail to comply with this condition:

1. By failure or neglect to maintain the **scheduled underlying insurance** shown in the Declarations;

2. Because an **underlying insurer** becomes insolvent; or

3. Because **you** breached a contract of **scheduled underlying insurance**

this policy will apply, but **we** shall only be liable to the same extent as if the **scheduled underlying insurance** was in full effect.

You further agree:

1. To give **us** written notice as soon as practicable of any change in the **scheduled underlying insurance** shown in the Declarations; and

2. That if **you** are notified that any aggregate limit of **scheduled underlying insurance** has

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been exhausted or reduced, **you** shall immediately take all reasonable efforts to reinstate limits.

Any false statement made by **you** in the application for this policy as to the nature of the **underlying insurance** shall not invalidate this insurance, but **we** shall be liable only to the extent **we** would have been liable had the statement been true.

H. Notice of Incident, Claim or Suit

1. When an **incident** likely to involve **us** takes place, the **insured** must notify **us** in writing as soon as practicable, of any **incident**, claim or **suit**. Notice of an **incident** is not notice of a claim.

The notice must give:

a. **Your** name and policy number;

b. The time, place and circumstances of the **incident**; and

c. The names and addresses of injured persons and witnesses.

The **insured** shall promptly take at his or her expense all reasonable steps to prevent other **bodily injury**, **property damage**, **personal injury** or **advertising injury** from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

2. If claim is made or **suit** is brought, **we** must be advised promptly. All papers in connection with claims or **suits** must be sent to **us** without delay.

3. The **insured** must:

a. Immediately send **us** copies of any correspondence, demands, notices, summonses or papers in connection with any claim or **suit**;

b. Authorize **us** to obtain records and other information;

c. Cooperate with **us** in the investigation or settlement of any claim or defense of any **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 insurance may also apply.

The **insured** must attend hearings and trials and assist in securing and giving evidence and the obtaining and attendance of witnesses. The **insured** must not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation or incur any expense.

I. Other Insurance

The insurance afforded under this policy shall apply as excess insurance over other collectible insurance (other than insurance applying as excess to **our** limit of liability) available to the **insured** and covering **ultimate net loss** covered by this insurance.

J. Premium

1. The premium for this policy shall be as shown in the Declarations. The advance and anniversary premiums are not subject to adjustment except as shown in the Declarations, or as stated in a change to the policy issued by **us**.

2. **You** must maintain records of such information as is necessary for premium computation, and send copies of such records to **us** at the end of the policy term as **we** may direct.

3. The first Named **Insured** shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums **we** pay.

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K. Representations or Fraud

By acceptance of this policy, **you** agree that:

1. The statements in the Declarations and in any subsequent notice related to **underlying insurance** are **your** agreements and representations and are accurate and complete;

2. Those statements are based upon representations **you** made to **us**;

3. **We** have issued this policy in reliance upon **your** representations; and

4. In the event of fraud or misrepresentation by **you**, as it relates to this policy or any claim under this policy, this policy is void.

L. Separation of Insureds

The insurance afforded applies separately to each **insured** against whom claim is made or **suit** is brought, but the inclusion of more than one **insured** shall not operate to increase the limits of **our** liability.

M. Transfer of Rights of Recovery Against Others To Us

After making payment under this policy, **we** have the right to recover to the extent of **our** payment from anyone responsible. The **insured** will do whatever is required to transfer this right to **us** and must do nothing after loss to impair this right. At **our** request, the **insured** will bring **suit** or transfer the right to **us** and help **us** enforce this right.

Any amounts so recovered shall be apportioned as follows:

1. Any amount paid over and above the payments under this policy shall be reimbursed first up to the amount paid to those who made such payments. This includes such amounts paid by the **insured**.

2. **We** are then to be reimbursed up to the amount **we** paid.

3. Any amount which remains after those under **1.** and **2.** immediately above are reimbursed shall be available to those, including the **insured**, over whom this insurance is excess and are entitled to claim such remainder.

Expenses necessary to the recovery of any such amounts shall be divided between the interests, including the **insured**, over whom this insurance is excess and are entitled to claim such remainder.

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26541 (8-05)

LIMITS OF LIABILITY - EMPLOYERS LIABILITY EXCLUDED

Commercial Umbrella Policy

It is agreed:

LIMITS OF LIABILITY is deleted and replaced by the following:

LIMITS OF LIABILITY

A. The Limits of Liability shown in the Declarations and the following provisions determine the most **we** will pay regardless of the number of:

1. **Insureds**;

2. Persons or organizations who sustain damage;

3. Claims made or **suits** brought; or

4. **Automobiles** involved in an **incident**.

B. The each **incident** limit of liability shown in the Declarations is the most **we** will pay for **ultimate net loss** arising out of any one **incident**. Subject to the limits of liability shown in the Declarations, **we** shall only be liable for the **ultimate net loss** in excess of either:

1. The applicable limits of **scheduled underlying insurance** plus the limits of any **unscheduled underlying insurance**; or

2. The **retained limit** if an **incident** is not covered by **underlying insurance**, but is covered by the terms and conditions of this policy.

C. The Products-Completed Operations Aggregate shown in the Declarations is the most **we** will pay for **ultimate net loss** for covered damages arising out of the **products-completed operations hazard**.

D. The Other Aggregate shown in the Declarations is the most **we** will pay for **ultimate net loss** for covered damages other than those in **C.** above. This aggregate does not apply to damages arising out of the ownership, operation, maintenance or use of any **automobile**.

We may pay one or more of the above aggregates during any one policy term, but under no circumstances will **our** payment exceed the each **incident** limit of liability shown in the Declarations for any **incident**. Any amount paid for damages will reduce the amount of the applicable aggregate limit of liability for the remainder of the policy term.

The aggregate limits of liability shown in the Declarations apply separately to each consecutive policy term and to any period of less than twelve months. If this policy is extended for a period of less than 12 months, the

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extended period will be deemed to be part of the last preceding period for purposes of determining the limits of liability.

E. In the event of the reduction or exhaustion of the aggregate limits of liability shown in the **scheduled underlying insurance** by reason of losses paid, this policy shall, subject to this **LIMITS OF LIABILITY** provision, and to the terms and conditions of this policy:

1. In the event of reduction, apply in excess of the reduced **scheduled underlying insurance**; or

2. In the event of exhaustion, apply in place of the **scheduled underlying insurance**.

All other policy terms and conditions apply.

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66085 (7-14)

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

Commercial Umbrella Policy

The following exclusions are added to the **EXCLUSIONS** section of the policy.

1. Damages arising out of:

a. 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

b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in **a.** or **b.** above.

However, unless **a.** 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.

2. **Personal injury** and **advertising injury** arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

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

All other policy terms and conditions apply

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59350 (1-15)

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:

a. the Secretary of Homeland Security; and
b. the Attorney General of the United States

to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:

a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed $5 million; and

b. **(1)** if the act of terrorism is:

a) a violent act; or

b) an act that is dangerous to human life, property or infrastructure; and

(2) if the act is committed:

a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or

b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed $100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds $100 billion. In the event that aggregate insured losses exceed $100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

26505 (7-08)

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

Commercial Umbrella Policy

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or

b. The Program is renewed, extended or otherwise continued in effect:

(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and

(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.

2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

B. Under **DEFINITIONS**, the following definition is added:

Terrorism means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:

a. Use or threat of force or violence; or

b. Commission or threat of a dangerous act; or

c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or

b. It appears that the intent is to intimidate or coerce a government or civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. Under **EXCLUSIONS**, the following exclusion is added:

This policy does not apply to **bodily injury**, **property damage**, **personal injury** or **advertising injury** caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**. All **bodily injury**, **property damage**, **personal injury** or **advertising injury** is excluded regardless of any other cause or

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event that contributes concurrently or in any sequence to such injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;

2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material;

3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials.

Multiple incidents of **terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

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EXCLUSION OF FUNGI OR BACTERIA

Commercial Umbrella Policy

It is agreed:

A. The following definition is added to the **DEFINITIONS** section of the policy:

Fungi means any form or type of fungus, including, but not limited to, any mildew, mold, spores, mycotoxins, scents or byproducts released or produced by any type or form of fungus.

B. The following exclusions are added to the **EXCLUSIONS** section of the policy:

1. **Bodily injury**, **property damage**, **personal injury** or **advertising injury** arising out of, in part or in whole, the actual, threatened or alleged ingestion of, inhalation of, exposure to, contact with, presence of, or existence of, any **fungi** or bacteria, whether airborne or not, within or on a structure or building, including its contents. This exclusion applies whether any other event, cause, product or material contributed in any sequence or concurrently to such damage or injury. This exclusion shall not apply to any **fungi** or bacteria that are contained in, or are on, a product or good intended for human consumption.

2. Any loss, expenses or cost arising out of the monitoring, testing for, abating, removing, cleaning up, containing, neutralizing, detoxifying, treating, disposing of or remediating, or in any way assessing the effects of, or responding to, **fungi** or bacteria, by any **insured** or by any other entity, person or governmental authority. This exclusion shall not apply to any **fungi** or bacteria that are contained in, or are on, a product or good intended for human consumption.

All other policy terms and conditions apply.

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26366 (7-05)

WAIVER OF RETAINED LIMIT

Commercial Umbrella Policy

It is agreed:

Under **DEFINITIONS**, **Q**. **Retained limit** is deleted and replaced by the following:

Q. **Retained limit** means the amount shown in the Declarations as **retained limit**. This is the amount **you** are responsible for as part of any settlement or judgment resulting from any one **incident** not covered by **underlying insurance**, but covered by this insurance. The **retained limit** does not apply to an **incident** when the Commercial General Liability, Businessowners or Garage Liability policy listed in the Schedule of Underlying Insurance was issued by an Auto-Owners Insurance Group company, and if **you** own one or more **automobiles**, the Automobile Liability policy listed in the Schedule of Underlying Insurance was issued by an Auto-Owners Insurance Group company and all such insurance was in effect at the time of the **incident**.

All other policy terms and conditions apply.

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

Commercial Umbrella Policy

It is agreed:

The following exclusion is added to the **EXCLUSIONS** section of the policy:

Bodily injury, **property damage**, **personal injury** or **advertising injury** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

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

4. 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.

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PERSONAL INJURY LIABILITY - FOLLOWING FORM

Commercial Umbrella Policy

It is agreed:

The following exclusion is added to the **EXCLUSIONS** section of the policy:

Personal injury. Except when otherwise excluded by this policy, this exclusion does not apply if any **scheduled underlying insurance** shown in the Declarations under the Schedule of Underlying Insurance provides such coverage and is maintained:

1. At the agreed liability limits shown in the Schedule of Underlying Insurance; and

2. In accordance with the **Maintenance of Underlying Insurance** condition.

All other policy terms and conditions apply.

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Alabama

POLICY CANCELLATION AND NONRENEWAL

Commercial Umbrella Policy

It is agreed:

Under **CONDITIONS**, the following conditions are added:

1. Cancellation

a. **You** may cancel this policy by returning it to **us** or by giving **us** written notice of the future date at which **you** wish the cancellation to take effect.

b. **We** may cancel this policy by mailing or delivering written notice stating the reason for cancellation to **you** at **your** address shown in the Declarations. This notice shall be mailed or delivered at least 10 days prior to the effective date.

However, under:

Condominium Association Insurance

We may cancel this policy by mailing or delivering written notice stating the reason for cancellation to **you** and each unit owner to whom a certificate of insurance has been issued at their respective last known addresses. This notice shall be mailed or delivered at least 30 days prior to the effective date of the cancellation.

2. Nonrenewal

If **we** decide not to renew this policy, **we** will mail or deliver written notice stating the reason for nonrenewal to **you** and each unit owner to whom a certificate of insurance has been issued at their respective last known addresses. This notice will be mailed or delivered at least 30 days prior to the expiration of this policy.

All other policy terms and conditions apply.

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ASBESTOS EXCLUSION
Commercial Umbrella Policy

It is agreed:

EXCLUSIONS is amended. **F.** is deleted and replaced by the following exclusion.

F. **1.** **Bodily injury** arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, asbestos or asbestos related particles, dust, irritants, contaminants, **pollutants**, toxic elements or materials.

2. **Property damage** arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, asbestos or asbestos related particles, dust, irritants, contaminants, **pollutants**, toxic elements or materials.

3. **Personal injury** or **advertising injury** arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, asbestos or asbestos related particles, dust, irritants, contaminants, **pollutants**, toxic elements or materials.

4. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos or asbestos related particles, dust, irritants, contaminants, **pollutants**, toxic elements or materials, by any insured or any other person or entity.

All other policy terms and conditions apply.

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66088 (9-14)

PRODUCTS-COMPLETED OPERATIONS HAZARD DEFINITION AMENDATORY - FOLLOWING FORM

Commercial Umbrella Policy

It is agreed:

Under **DEFINITIONS**, **O. Products-completed operations hazard** is deleted and replaced by the following definition.

O. Products-completed operations hazard includes all **bodily injury** and **property damage** occurring away from premises **you** own or rent and arising out of **your product** or **your work** except:

1. Products that are still in your physical possession; or

2. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:

a. When all of the work called for in **your** contract has been completed.

b. When all of the work to be done at the job site has been completed if **your** contract calls for work at more than one job site.

c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

The **products-completed operations hazard** does not include **bodily injury** or **property damage** arising out of:

1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by **you**, and that condition was created by the "loading or unloading" of that vehicle by any **insured**; or

2. The existence of tools, uninstalled equipment or abandoned or unused materials.

Except when otherwise excluded by this policy, this definition does not apply if any **scheduled underlying insurance** shown in the Declarations under the Schedule of Underlying Insurance provides such coverage and is maintained:

1. At the agreed liability limits shown in the Schedule of Underlying Insurance; and

2. In accordance with the **Maintenance of Underlying Insurance** condition.

All other policy terms and conditions apply.

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66119 (12-15)

AIRCRAFT - FOLLOWING FORM
Commercial Umbrella Policy

It is agreed:

1. **DEFINITIONS** is amended. The following definition is added for purposes of this endorsement only.
   Unmanned aircraft means an **aircraft** that is not:
   a. Designed;
   b. Manufactured; or
   c. Modified after manufacture
   to be controlled directly by a person from within or on the **aircraft**.
2. **EXCLUSIONS** is amended. **N.** is deleted and replaced by the following.
   N. **Bodily injury**, **property damage** or **personal injury** arising out of the ownership, maintenance, operation, use, entrustment to others, or loading or unloading of an **aircraft** or **unmanned aircraft**. This exclusion shall not apply to liability to the extent insurance is provided such **insured** by **scheduled underlying insurance**; however, this exception does not apply to **unmanned aircraft**.

All other policy terms and conditions apply.

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66127 (6-17)

AUTO SHARING PROGRAM EXCLUSION

Commercial Umbrella Policy

It is agreed:

A. DEFINITIONS is amended.

The following definition is added for purposes of this endorsement only.

1. **Covered pollution cost or expense** means any cost or expense arising out of:
   - **a.** Any request, demand, order or statutory or regulatory requirement that an **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
   - **b.** Any claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.
2. **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**:
   - **a.** That are, or that are contained in any property that is:
     - **(1)** Being transported or towed by, handled or handled for movement into, onto or from the covered **automobile**;
     - **(2)** Otherwise in the course of transit by or on behalf of an **insured**; or
     - **(3)** Being stored, disposed of, treated or processed in or upon the covered **automobile**;
   - **b.** Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by an **insured** for movement into or onto the covered **automobile**; or
   - **c.** After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by an **insured**.

   Paragraph **2.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 the covered **automobile** or its parts, if:
     - **(1)** The **pollutants** escape, seep, migrate or are discharged, dispersed or released directly from an **automobile** 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 of the following equipment:
       - **(a)** Cherry pickers and similar devices mounted on an **automobile** or truck chassis and used to raise or lower workers; or
       - **(b)** Air compressors, pumps and generators, including spraying, welding, cleaning of buildings, geophysical exploration, lighting or well servicing equipment.

   Paragraphs **2.b.** and **2.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 a covered **automobile** 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 a covered **automobile**; and
     - **(2)** The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

B. EXCLUSIONS is amended.

The following exclusion is added.

Bodily injury, **property damage**, or **covered pollution cost or expense** arising out of the ownership, maintenance or use of a covered **automobile** while:

- **a.** Enrolled in an electronic or written **automobile** sharing program agreement; and
- **b.** Being used in connection with such **automobile** sharing program.

If **you** are an individual, this exclusion does not apply to **you** or any **family member** while using such **automobile**.

All other policy terms and conditions apply.

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66151 (12-17)

TRANSPORTATION NETWORK COMPANY EXCLUSION

Commercial Umbrella Policy

It is agreed:

1. **DEFINITIONS** is amended. The following definitions are added.
   a. **Digital network** means any online-enabled application, software, website or system offered or utilized by a **transportation network company** that enables the prearrangement of rides with transportation network company drivers.
   b. **Transportation network company** means an entity that uses a **digital network** to connect passengers to transportation network company drivers.

2. **EXCLUSIONS** is amended. The following exclusion is added.
   This policy does not apply to **bodily injury** or **property damage** arising out of the ownership, operation, maintenance, use, entrustment, loading or unloading of any **automobile** while:
   a. Used as a public or livery conveyance as a public mode of transportation of people for a fee;
   b. Hired by or rented to others as a public mode of transportation of people for a fee;
   c. Available for hire by the public as a public mode of transportation of people for a fee; or
   d. An **insured** is logged onto a **transportation network company's digital network** as the driver of such covered **automobile** involved in the loss.

   This exclusion **a.-d.** does not apply to:
   (1) Car pooling on a share the expense basis; or
   (2) The use of any **automobile** for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received.

All other policy terms and conditions apply.

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66174 (12-17)

PROPERTY DAMAGE TO YOUR WORK - FOLLOWING FORM
Commercial Umbrella Policy

It is agreed:

EXCLUSIONS is amended. Exclusion **AA.** is deleted and replaced by the following.

AA. **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; and only if any **scheduled underlying insurance** shown in the Declarations under the Schedule of Underlying Insurance provides such coverage and is maintained:
1. At the agreed liability limits shown in the Schedule of Underlying Insurance; and
2. In accordance with the **Maintenance of Underlying Insurance** condition.

All other policy terms and conditions apply.

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66175 (12-17)

NEGLIGENT HIRING AND SUPERVISION – FOLLOWING FORM
Commercial Umbrella Policy

It is agreed:

EXCLUSIONS is amended. The following exclusion is added.

Bodily injury, **property damage**, **personal injury** or **advertising injury** for which any **insured** may be held liable because of the actual or alleged negligent:
1. Hiring;
2. Supervision;
3. Retention;
4. Employment;
5. Training;
6. Reporting to the proper authorities, or failure to so report; or
7. Investigation

of **your** employee, volunteer worker, officer or director. Except when otherwise excluded by this policy, this exclusion does not apply if any **scheduled underlying insurance** shown in the Declarations under the Schedule of Underlying Insurance provides such coverage and is maintained:
1. At the agreed liability limits shown in the Schedule of Underlying Insurance; and
2. In accordance with the **Maintenance of Underlying Insurance** condition.

All other policy terms and conditions apply.

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66206 (9-19)

SILICA OR SILICA-RELATED DUST EXCLUSION

Commercial Umbrella Policy

It is agreed:

EXCLUSIONS is amended. **G.** is deleted and replaced by the following exclusion.

G. 1. **Bodily injury** arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, **silica** or **silica-related dust**.

2. **Property damage** arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, **silica** or **silica-related dust**.

3. **Personal injury** or **advertising injury** arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, **silica** or **silica-related dust**.

4. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, **silica** or **silica-related dust**, by any insured or by any other person or entity.

All other policy terms and conditions apply.

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66244 (6-21)

COMMUNICABLE DISEASE EXCLUSION
Commercial Umbrella Policy

It is agreed:

EXCLUSIONS is amended. **K.** is deleted and replaced by the following exclusion.

K. **Bodily injury**, **property damage**, **personal injury** or **advertising injury** arising out of the actual or alleged transmission of a communicable disease. This exclusion applies even if the claims against any **insured** allege negligence or other wrongdoing in the:

1. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
2. Testing for a communicable disease;
3. Failure to prevent the spread of the disease; or
4. Failure to report the disease to authorities.

All other policy terms and conditions apply.

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