



## Policyholder Information

### Named Insured & Mailing Address

BIG R LOT OWNERS ASSOCIATION INC  
426 Railroad Ave  
Rifle, CO 81650

### Agent Mailing Address & Phone No.

(520) 299-3720  
J A Knapp Agency  
6700 E Speedway Blvd Ste 119  
Tucson, AZ 85710-1220

### Dear Policyholder:

We know you work hard to build your business. We work together with your agent,  
**J A Knapp Agency** (520) 299-3720  
to help protect the things you care about. Thank you for selecting us.

Enclosed are your insurance documents consisting of:

- Commercial Umbrella

To find your limits of insurance and premium please refer to your Declarations page(s). Please refer to your policy for specific coverages.

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (520) 299-3720



### Reminders

- Verify that all information is correct
- If you have any changes, please contact your Agent at (520) 299-3720
- In case of a claim, call your Agent or 1-844-325-2467

THIS IS  
NOT A  
BILL

### You Need To Know

- CONTINUED ON NEXT PAGE

To report a claim, call your Agent or 1-844-325-2467

**You Need To Know - continued**

**• NOTICE(S) TO POLICYHOLDER(S)**

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

FORM NUMBER	TITLE
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
CNU90 19 12 23	Important Notice To Policyholder Changes And/Or Clarifications In Coverage Multistate Endorsements Addressing Cyber And Data Privacy
NP 10 84 11 22	Important Notice To Policyholder Potential Changes And/Or Clarifications In Coverage Exclusion - PFC/PFAS
NP 73 12 02 20	Terrorism Insurance Premium Notice And Opportunity To Reject
NP 74 44 09 06	U.S. Treasury Department’s Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
NP 89 69 09 21	Important Policyholder Information Concerning Billing Practices
SNI04 01 01 23	Liberty Mutual Group California Privacy Notice

- This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

## REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

### We're Just a Call Away - One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at 1(844)325-2467 for reporting new property, auto, liability and workers' compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

### Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms - part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at [www.libertymutualgroup.com/toolkit](http://www.libertymutualgroup.com/toolkit).

For all claims inquiries please call us at 1(844)325-2467 .

## **IMPORTANT NOTICE TO POLICYHOLDER** **CHANGES AND/OR CLARIFICATIONS IN COVERAGE** **MULTISTATE ENDORSEMENTS ADDRESSING** **CYBER AND DATA PRIVACY**

Thank you for insuring your business with Liberty Mutual. We appreciate the trust and confidence you have placed in us. We take our responsibility to our customers seriously, and part of that responsibility is keeping you informed at all times.

### **What you need to know**

- **CU 89 42 - Exclusion - Access Or Disclosure Of Confidential Or Personal Material Or Information And Data-Related Liability - Limited Bodily Injury Exception Not Included**

This endorsement is revised to add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

With respect to any liability arising out of access to or disclosure of confidential or personal material or information, the various changes in this revised endorsement are a reinforcement of coverage intent.

- **CU 89 45 - Exclusion - Access Or Disclosure Of Confidential Or Personal Material Or Information And Data-Related Liability - With Limited Bodily Injury Exception**

This endorsement is revised to add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

With respect to any liability arising out of access to or disclosure of confidential or personal material or information, the various changes in this revised endorsement are a reinforcement of coverage intent.

- **CU 92 49 - Exclusion - Cyber Incident**

When this endorsement is attached to your policy, coverage is excluded with respect to any liability arising out of a cyber incident.

To the extent that current policy exclusions do not apply to liability arising out of cyber incidents, attachment of this endorsement will result in a reduction of coverage.

### **Reviewing your coverage**

Please review your new or revised form(s) and keep it with your policy.

### **We're here to help**

If you would like more information on this change or have any other questions about your policy, please contact the broker or agent shown on your Declarations Page.

**The above summary is for information purposes only and does not provide coverage. Your new Declarations Page, in conjunction with your policy and other applicable endorsements, provides complete details of your coverages. If this summary conflicts with the applicable policy language, the policy language prevails. Carefully read your policy, including all endorsements.**

**IMPORTANT NOTICE TO POLICYHOLDER  
POTENTIAL CHANGES AND/OR CLARIFICATIONS IN COVERAGE  
EXCLUSION - PFC/PFAS**

Dear Valued Policyholder,

Thank you for selecting us as your carrier for commercial insurance. We appreciate your business and the trust you place in us for your insurance needs.

Please read your policy, including all endorsements, and review your declarations page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provision of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail.

If you have any questions after reviewing this notice, please contact the broker or agent identified on your declarations page.

This notice does not form a part of your insurance contract. The notice is designed to alert you to a coverage change and/or clarification in your policy.

This notice provides information concerning the following endorsements, which may be attached to your renewal policy being issued by us.

**EXCLUSION - PFC/PFAS BP 90 99 03 22**

**EXCLUSION - PFC/PFAS CE 89 69 12 21**

**EXCLUSION - PFC/PFAS CG 93 74 03 22**

**EXCLUSION - PFC/PFAS CU 91 94 03 22**

**EXCLUSION - PFC/PFAS FL 88 45 03 22**

When Exclusion - PFC/PFAS endorsement is attached to your policy, coverage is excluded for liability arising out of perfluorinated compounds or per- and polyfluoroalkyl substances.

Thank you for your business.

05/26/2024

BIG R LOT OWNERS ASSOCIATION INC

USO (25) 65 96 98 88

From 07/25/2024 To 07/25/2025

426 Railroad Ave  
Rifle, CO 81650

(520) 299-3720  
J A Knapp Agency

6700 E Speedway Blvd Ste 119  
Tucson, AZ 85710-1220

### **TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT**

**This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.**

#### **THE TERRORISM RISK INSURANCE ACT**

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

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

#### **MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM**

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny 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

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to
  - (I) human life;
  - (II) property; or
  - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of
  - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
  - (II) 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.

#### **REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO**

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO YOUR AGENT: **Please ensure any rejection is received within thirty (30) days of the effective date of your policy.**

Before making a decision to reject terrorism insurance, refer to the Underlying Coverage Requirement located at the end of this Notice.

☐ I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature

Print Name

Date Signed

Named Insured

Policy Number

BIG R LOT OWNERS ASSOCIATION INC

USO (25) 65 96 98 88

Policy Effective/Expiration Date

From 07/25/2024 To 07/25/2025

#### **UNDERLYING COVERAGE REQUIREMENT**

This policy will apply to Terrorism Coverage only in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to you during the Policy Period.

If you fail to comply with this Underlying Coverage Requirement and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this requirement.

**IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.**

**The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.**

If you have any questions regarding this notice, please contact your agent.

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN  
ASSETS CONTROL ("OFAC")  
ADVISORY NOTICE TO POLICYHOLDERS**

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

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

Please refer any questions you may have to your insurance agent.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



## IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

**Dear Valued Policyholder:** This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

**Premium Notice:** We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

### Available Premium Payment Plans:

- **Annual Payment Plan:** When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- **Installment Payment Plan:** When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments - Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

**Installment Payment Plan Fee:** If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

**Dishonored Payment Fee:** Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

**Late Payment Fee:** If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

**Special Note:** Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

**EFT-Automatic Withdrawals Payment Option:** When you select this option, you will not be sent Premium Notices and, in most cases, will be charged installment fees. For more information on our EFT-Automatic withdrawals payment option, refer to the attached EFT enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

**Thank you for selecting us to service your insurance needs.**

# LIBERTY MUTUAL GROUP CALIFORNIA PRIVACY NOTICE

Commercial Lines (excluding Workers' Compensation)

(Effective January 1, 2023)

(Last Updated November 2022)

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

## What Personal Data Do We Collect?

The types of personal data we gather and share depend on both the product and your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you want a quote for commercial property insurance. The data we gather can include your Social Security Number, income, transaction data such as account balances and payment history, and data from consumer reports. It may also include data gathered in connection with our provision of insurance services, when you apply for such services, or resulting from other contacts with you. It may also include:

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

For information about the types of personal data we have collected in the past twelve (12) months, please go to [lmi.co/caprivacynotices](https://lmi.co/caprivacynotices) and click on the link for the California Privacy Policy (Consumers).

## How Do You Gather My Data?

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

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● visit our websites, call us, or visit our office	● our affiliates or other insurance companies about your transactions with them
	● consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	● other public directories and sources
	● third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register, or in the event of a claim, third parties including other parties to the claim witnesses, experts, loss adjusters and claim handlers
	● other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

Organizations that share data with us may keep it and disclose it to others as permitted by law. For data about how we have gathered personal data in the past twelve months, please go to [lmi.co/caprivacynotices](https://lmi.co/caprivacynotices) and click on the link for the California Privacy Policy (Consumers).

**How Do We Use Your Personal Data?**

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. We may use your data and the data of our former customers for our business and other compatible purposes. Our business purposes include, for example:

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>	<b><u>Do we share or sell your information as defined by CPRA</u></b>
<b>Market, sell and provide insurance.</b> This includes, for example: <ul style="list-style-type: none"><li>● calculating your premium;</li><li>● determining your eligibility for a quote;</li><li>● confirming your identity and servicing your policy;</li></ul>	<ul style="list-style-type: none"><li>● Identifiers</li><li>● Personal Information</li><li>● Protected Classification Characteristics</li><li>● Commercial Information</li><li>● Internet or other similar network activity</li><li>● Professional or employment related information</li><li>● Inferences drawn from other personal information</li><li>● Risk data</li><li>● Claims data</li><li>● Sensitive Data</li></ul>	<ul style="list-style-type: none"><li>● No</li></ul>

<u>Business Purpose</u>	<u>Data Categories</u>	<u>Do we share or sell your information as defined by CPRA</u>
<b>Manage your claim.</b> This includes, for example: <ul style="list-style-type: none"> <li>● managing your claim, if any;</li> <li>● conducting claims investigations;</li> <li>● conducting medical examinations;</li> <li>● conducting inspections, appraisals;</li> <li>● providing roadside assistance;</li> <li>● providing rental car replacement or repairs;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>	<ul style="list-style-type: none"> <li>● No</li> </ul>
<b>Day to Day Business and Insurance Operations.</b> This includes, for example: <ul style="list-style-type: none"> <li>● creating, maintaining, customizing, and securing accounts;</li> <li>● supporting day-to-day business and insurance related functions;</li> <li>● doing internal research for technology and development;</li> <li>● marketing, advertising and creating products and services;</li> <li>● conducting audits related to a current contact with a consumer and other transactions;</li> <li>● as described at or before the point of gathering personal data or with your authorization;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>	<ul style="list-style-type: none"> <li>● No</li> </ul>
<b>Security and Fraud Detection.</b> This includes, for example: <ul style="list-style-type: none"> <li>● detecting security issues;</li> <li>● protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>● managing risk and securing our systems, assets, infrastructure, and premises;</li> <li>● help to ensure the safety and security of Liberty staff, assets, and resources, which may include physical and virtual access controls and access rights management;</li> <li>● supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>	<ul style="list-style-type: none"> <li>● No</li> </ul>

<u>Business Purpose</u>	<u>Data Categories</u>	<u>Do we share or sell your information as defined by CPRA</u>
<b>Regulatory and Legal Requirements.</b> This includes for example: <ul style="list-style-type: none"> <li>● controls and access rights management;</li> <li>● to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred;</li> <li>● exercising and defending our legal rights and positions;</li> <li>● to meet Liberty contract obligations;</li> <li>● to respond to law enforcement requests as required by applicable law, court order, or governmental regulations;</li> <li>● as otherwise permitted by law;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>	<ul style="list-style-type: none"> <li>● No</li> </ul>
<b>Improve Your Customer Experience and Our Products.</b> This includes, for example: <ul style="list-style-type: none"> <li>● improve your customer experience, our products, and service;</li> <li>● to provide support, personalize, and develop our website, products, and services;</li> <li>● create and offer new products and services;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>	<ul style="list-style-type: none"> <li>● No</li> </ul>
<b>Analytics to identify, understand, and manage our risks and products.</b> This includes, for example: <ul style="list-style-type: none"> <li>● conducting analytics to better identify, understand, and manage risk and our products;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information;</li> <li>● Risk data</li> <li>● Claims data</li> <li>● Sensitive Data</li> </ul>	<ul style="list-style-type: none"> <li>● No</li> </ul>

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>	<b><u>Do we share or sell your information as defined by CPRA</u></b>
<b>Customer service and technical support.</b> This includes, for example: <ul style="list-style-type: none"> <li>● answer questions and provide notifications;</li> <li>● provide customer and technical support.</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>	<ul style="list-style-type: none"> <li>● No</li> </ul>
<b>Cross-Context Behavioral Advertising</b>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● IP address</li> <li>● Internet or other similar network activity</li> </ul>	<ul style="list-style-type: none"> <li>● We share this information with service providers such as search engines and social media platforms.</li> </ul>

Liberty Mutual will not collect additional categories of personal information or use the personal information we collected for materially unrelated, or incompatible purposes without updating our notice.

#### **Do We Disclose Your Personal Data?**

Liberty Mutual does not sell your personal data as defined by California law.

Liberty Mutual shares your personal data as disclosed above. The California privacy law defines sharing as "communicating orally, in writing, or by electronic or other means, a consumers personal information, to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration." This occurs when you visit the Liberty Mutual website. Cookies or pixels are deployed that then allow us to show you targeted advertisements when you visit other websites or social media platforms. You have the right to opt-out of this type of sharing and you may learn more about those rights at [lmi.co/caprivacychoices](https://lmi.co/caprivacychoices).

This type of sharing is different from disclosing personal information to other entities to perform a service related to providing insurance or processing your claim. How we disclose data to these types of entities is set forth below.

Liberty Mutual may disclose personal data with affiliated and non-affiliated third parties, including:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors, and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Public entities (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants;
- Group policyholders (for reporting claims data or an audit);
- A person, organization, affiliates or service providers conducting actuarial or research studies; and
- As permitted by law.

We may also disclose data with other companies that provide marketing services on our behalf or as part of a joint marketing agreement for products offered by Liberty Mutual. We will not disclose your personal data with others for their own marketing purposes.

We may also disclose data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.

Liberty Mutual may disclose the following categories of personal data as needed for business purposes:

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

For information about how we have shared personal information in the past twelve (12) months, please go to [lmi.co/caprivacynotices](https://lmi.co/caprivacynotices) and click on the link for the California Privacy Policy (Consumers).

#### **How Long Does Liberty Mutual Retain Each Category of Personal Data?**

We retain your information in accordance with our legal obligations, our records retention policies, or as otherwise permitted by law. For example, we may have a legal obligation to retain information relating to your policies or claims with us. We will delete your data once the legal obligation expires or after the period of time specified in our records retention policies. The period of retention is subject to our review and alteration.

#### **How to Contact Us:**

You can submit requests, seek additional information, or obtain a copy of our Privacy Notice in an alternative format by either:

**Calling :** 800-344-0197

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

**Online :** [Libertymutualgroup.com/privacy-policy/data-request](https://libertymutualgroup.com/privacy-policy/data-request) [lmi.co/caprivacychoices](https://lmi.co/caprivacychoices)

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

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**Commercial Umbrella  
Policy Declarations**

Basis: Occurrence

**(ITEM 1) NAMED INSURED & MAILING ADDRESS**

BIG R LOT OWNERS ASSOCIATION INC  
426 Railroad Ave  
Rifle, CO 81650

**AGENT MAILING ADDRESS & PHONE NO.**

(520) 299-3720  
J A Knapp Agency  
6700 E Speedway Blvd Ste 119  
Tucson, AZ 85710-1220

**Named Insured Is:** CORPORATION

**Named Insured Business Is:** ASSOCIATION - COMMERCIAL

**(ITEM 2) POLICY PERIOD**

From 07/25/2024 TO 07/25/2025 12:01 AM Standard Time at Insured Mailing Location

**(ITEM 3) PREMIUM CHARGES**

Explanation of Charges	DESCRIPTION	PREMIUM
	Commercial Umbrella	\$2,172.00
	Certified Acts of Terrorism Coverage	\$22.00 (Included)

*Total Advance Charges* **\$2,172.00**

*Note: This is not a bill*

BASIS OF PREMIUM: NON-AUDITABLE( ☒ ) AUDITABLE( ☐ )

IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY WILL RECEIVE AND RETAIN NO LESS THAN (0% ) OF THE POLICY PREMIUM AS THE MINIMUM RETAINED PREMIUM PLUS CERTIFIED ACTS OF TERRORISM COVERAGE AND ANY APPLICABLE TAXES AND SURCHARGES.

**(ITEM 4) LIMITS OF INSURANCE**

DESCRIPTION	LIMIT
EACH OCCURRENCE	\$3,000,000
AGGREGATE (WHERE APPLICABLE)	\$3,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$3,000,000
SELF-INSURED RETENTION	\$10,000

Issue Date

Authorized Representative

**To report a claim, call your Agent or 1-844-325-2467**

**DS 70 22 01 08**



**(ITEM 5) SCHEDULE OF UNDERLYING INSURANCE:**

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF COVERAGE	LIMITS OF INSURANCE
OHIO SECURITY INSURANCE COMPANY	GENERAL LIABILITY	<b>\$1,000,000</b> EACH OCCURRENCE LIMIT
BKS(25)65969888 07/25/2024 - 07/25/2025		<b>\$1,000,000</b> PERSONAL AND ADVERTISING INJURY LIMIT
		<b>\$2,000,000</b> GENERAL AGGREGATE LIMIT
		<b>\$2,000,000</b> PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT

To report a claim, call your Agent or 1-844-325-2467



## POLICY FORMS AND ENDORSEMENTS

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
CU 60 02 04 21	Commercial Umbrella Coverage Form
CU 60 20 04 21	Amendment Of Pollution Exclusion - Exception For Named Peril Of Hostile Fire; Building Heating, Cooling And Dehumidifying Equipment
CU 60 39 04 21	Cap On Losses From Certified Acts Of Terrorism
CU 60 40 04 21	Underlying Coverage Requirement For Certified Acts Of Terrorism
CU 61 02 04 21	Exclusion - Aircraft Products And Grounding Liability
CU 61 07 04 21	Exclusion - Auto Liability
CU 61 14 04 21	Exclusion - Employers Liability
CU 61 29 04 21	Personal And Advertising Injury - Following Form
CU 63 88 04 21	Exclusion - Directors And Officers Liability
CU 64 95 04 21	Waiver Of Transfer Of Rights Of Recovery Against Others - Following Form
CU 65 08 04 21	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
CU 89 29 04 21	Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)
CU 89 40 04 21	Crisis Management Coverage

In witness whereof, we have caused this policy to be signed by our authorized officers.

Damon Hart  
Secretary

Hamid Mirza  
President

To report a claim, call your Agent or 1-844-325-2467  
DS 70 23 01 08



**POLICY FORMS AND ENDORSEMENTS - continued**

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CU 89 45 12 23	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CU 90 63 04 21	Tracking General Aggregate Limit
CU 91 16 04 21	Colorado Changes - Cancellation and Nonrenewal
CU 91 94 03 22	Exclusion - PFC/PFAS
CU 92 21 11 22	Exclusion - Biometric Information Privacy Claim
CU 92 49 12 23	Exclusion - Cyber Incident

**To report a claim, call your Agent or 1-844-325-2467**

## COMMERCIAL UMBRELLA COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the "named insured" as shown in the Commercial Umbrella Policy Declarations and any other person or organization qualifying as a "named insured" under this policy. The words "we", "us" and "our" refer to the company providing this insurance as identified in the Declarations.

The word "insured" means any person or organization qualifying as such under **Section II - Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section VII - Definitions**.

We, the company named in the Declarations, relying upon the statements made and information furnished to us and in return for the payment of premium and subject to the terms, conditions and limits of insurance of this policy, agree with you to provide coverage as follows:

### INSURING AGREEMENTS

#### SECTION I - COVERAGES

1. We will pay on behalf of an insured those sums in excess of the "retained limit" that an insured becomes legally obligated to pay by reason of liability imposed by law or assumed by an insured under an "insured contract" as damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies.

The amount we will pay for damages is limited as described below in **Section III - Limits Of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section IV - Defense**.

2. The insurance applies to:

- a. "Bodily injury" or "property damage" only if:

- (1) The "bodily injury" or "property damage" occurs during the "policy period";
- (2) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (3) Prior to the "policy period", no insured listed under Paragraph 2. of **Section II - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such insured listed or authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" occurred, then the continuation, change or resumption of that "bodily injury" or "property damage" during or after the "policy period" will also be deemed to have been known prior to the "policy period".

- b. "Personal and advertising injury" only if:

- (1) The "personal and advertising injury" is caused by an "offense" arising out of your business;
- (2) The "offense" causing the "personal and advertising injury" was committed during the "policy period"; and
- (3) The "offense" takes place in the "coverage territory".

3. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 2. of **Section II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of 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 "bodily injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

- 4. "Bodily injury" or "property damage" which occurs during the "policy period" and which was not, prior to the "policy period", known to have occurred or to have begun to occur by any insured listed under Paragraph 2. of **Section II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "policy period".
- 5. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from "bodily injury".

## **SECTION II - WHO IS AN INSURED**

- 1. The "named insured" is an insured.
- 2. If you are designated in the Declarations as:
  - a. An individual, you and your "spouse" are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you and your "spouse" are insureds. The partners or members and their "spouses" are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 3. Each of the following is also an insured:
  - a. Your "volunteer workers" but only while performing duties related to the conduct of your business, your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the "spouse", child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury to persons described in Paragraph (1)(a) or (1)(b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

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

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

(2) "Property damage" to property:

(a) Owned, occupied, or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person or organization, other than the "named insured", who qualifies as an additional insured in the "underlying insurance". However, coverage under this policy will be no broader than that provided by "underlying insurance". The insurance afforded to such additional insured only applies to the extent permitted by law and the amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**.
- c. Any person, other than your "employee" or "volunteer worker", or organization while acting as your real estate manager.
- d. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- f. With respect to liability arising out of the maintenance, ownership, or use of an "auto", any person or organization qualifying as an insured in the "underlying insurance" which provides coverage for such "auto", but only to the extent provided in such "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not a "named insured".

### SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in (Item 4) of the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought;
  - c. Persons or organizations making claims or bringing "suits"; or
  - d. Coverages provided under this policy.
- 2. The General Aggregate Limit is the most we will pay for all damages covered under **Section I - Coverages** except:
  - a. Damages included in the "products-completed operations hazard"; and
  - b. Damages caused by an "occurrence" and resulting from the ownership, maintenance, or use of a covered "auto".
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay for all damages included in the "products-completed operations hazard".

4. Subject to Paragraph 2. or 3. in **Section III - Limits Of Insurance**, whichever applies, the Each Occurrence Limit is the most we will pay for all damages covered under **Section I - Coverages** because of one "occurrence" or one "offense".

Non-Cumulation of Liability - Same Occurrence - if one "occurrence" causes "bodily injury" and/or "property damage" or one "offense" causes "personal and advertising injury", during the "policy period" and during the "policy period" of one or more prior, and/or future, commercial umbrella or excess liability policy(ies) issued to you by us and any affiliated insurance company, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policy(ies) because of such "occurrence" or "offense". This paragraph will not apply to insurance specifically written as excess over this policy.

5. If the applicable Limits of Insurance of "underlying insurance" or of "other insurance" providing coverage to the insured are reduced or exhausted by actual payment of damages, we will, subject to the terms and condition of this policy:
- In the event of reduction, pay in excess of the reduced Limits of Insurance of "underlying insurance" and any applicable "other insurance"; or
  - In the event of exhaustion, continue in force as "underlying insurance", but for no broader coverage than is available under this policy.

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

6. If there is applicable "underlying insurance" with a "policy period" that is non-concurrent with the "policy period" of this policy, the "retained limit" with respect to any coverage provided by this policy excess of such "underlying insurance" will only be reduced or exhausted by payments for:
- "Bodily injury" or "property damage" that occurs during the "policy period" of this policy; or
  - "Personal and advertising injury" for "offenses" that are committed during the "policy period" of this policy.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit" will only be reduced or exhausted by claims for that insurance that are made during the "policy period", or any Extended Reporting Period, applicable to this policy.

7. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period", unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
8. We will be liable only for that portion of damages, subject to the Each Occurrence Limit stated in the Declarations, in excess of the "retained limit", and then up to an amount not exceeding the Each Occurrence Limit as stated in the Declarations. Once the Self-Insured Retention has been exhausted by actual payment of claims in full by the insured, the Self-Insured Retention will not be reapplied or again payable by the insured for said "policy period".
9. If coverage provided to an additional insured is required by a contract or agreement, we will pay on behalf of the additional insured the lesser of:
- The amount of insurance required by the contract or agreement less any amounts payable by any "underlying insurance" or otherwise retained; or
  - The available applicable Limits of Insurance of this policy.

The Limits of Insurance applicable to such additional insureds are included within, and are not in addition to, the Limits of Insurance shown in the Declarations of this policy.



## SECTION IV - DEFENSE

1. We will have the right and duty to defend the insured against any claim or "suit" seeking damages covered by the terms and conditions of this policy, by counsel of our choice, when:
  - a. The applicable limits of the "underlying insurance" and "other insurance" providing coverage to the insured have been exhausted by actual payment of damages to which this policy applies; or
  - b. Damages are sought for any "occurrence" or "offense" which is covered by this policy but not covered by the "underlying insurance" or "other insurance" providing coverage to the insured.
2. When we assume the defense of any claim or "suit":
  - a. We have the right to investigate, defend, and settle the claim or "suit" as we deem appropriate.
  - b. We will pay the following as expenses, to the extent that they are not included in the "underlying insurance" or any applicable "other insurance":
    - (1) All expenses we incur.
    - (2) Premiums on bonds to release attachments, which bond amounts will not exceed our applicable Limits of Insurance, but we are not obligated to apply for or furnish any such bond.
    - (3) Premiums on appeal bonds, which bond amounts will not exceed our applicable Limits of Insurance, required by law to appeal any claim or "suit" we defend, but we are not obligated to apply for or furnish any such bond.
    - (4) All costs taxed against the insured in any claim or "suit" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
    - (5) Pre-judgment interest awarded against the insured on that part of the judgment we pay that is within our applicable Limits of Insurance. However, if we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest based on the period of time that accrues after the offer.
    - (6) All interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within our applicable Limit of Insurance.
    - (7) The insured's actual and reasonable expenses incurred at our request including actual loss of earnings up to \$500 a day because of time off from work.

These expenses are payable in addition to our Limits of Insurance.

3. Our duty to defend any claim or "suit" or pay any expenses as outlined in Paragraph **2.b.** above, will end when our applicable Limits of Insurance have been exhausted by payment of judgments or settlements.
4. Except as provided in Paragraph 1. in **Section IV - Defense**, we will not be obligated to participate or assume charge of the settlement or defense of any claim or "suit" against the insured. We will, however, have the right and will be given the opportunity to participate in the settlement, defense and trial of any claim or "suit" which, in our opinion, may create liability on our part under the terms of this policy. If we exercise such right, we will do so at our own expense.
5. If we have a duty to defend but are prevented by law or statute from performing that duty, you agree to take up such defense and investigation. We will reimburse you for our share of the reasonable costs incurred for such investigation or defense.

## SECTION V - EXCLUSIONS

This insurance does not apply to:

### 1. Aircraft

Any liability arising out of the ownership, maintenance, use or entrustment to others of any aircraft, if such aircraft is owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured. However, this exclusion does not apply to the extent "underlying insurance" provides such coverage. Coverage under this policy will be no broader than that provided by "underlying insurance".

## 2. Asbestos

Any liability, loss, cost or expense arising or allegedly arising out of or related in any way, either directly or indirectly, to:

- a. Asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;
- b. Exposure to, testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, regardless if such testing monitoring, cleaning containing or treating is requested, ordered or mandated by any regulatory or governmental entity; or
- c. Any obligation to investigate, settle or defend, or indemnify any person against any claim or "suit" arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, regardless if such claim or "suit" is brought by or on behalf of any regulatory or governmental entity.

## 3. Auto Coverages

- a. Any loss, cost or expense payable under first-party "auto" physical damage, "auto" no-fault law, uninsured motorist or underinsured motorist law, "auto" medical payments coverage, personal injury protection or under any similar law, regulation or ordinance.
- b. Any liability arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading". This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

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

## 4. Contractual Liability

Any liability assumed by any insured under any contract or agreement.

This exclusion does not apply:

- a. To liability that the insured would have in the absence of the contract or agreement;
- b. To "bodily injury" or "property damage" assumed in an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract"; or
- c. To the extent that coverage is provided by "underlying insurance". Coverage under this policy will be no broader than that provided by "underlying insurance".

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

- (1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insurance contract"; and
- (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged;

## 5. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

## 6. Damage To Property

"Property damage" to:

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

Paragraph 6.b. of this exclusion does not apply if the premises are "your work" and were never occupied, rented, or held for rental by you.

Paragraphs 6.c., 6.d., 6.e. and 6.f. of this exclusion do not apply to liability assumed under a railroad sidetrack agreement.

Paragraphs 6.c. and 6.d. of this exclusion do not apply to liability assumed under a written Trailer Interchange Agreement.

Paragraph 6.f. of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

## 7. Damage To Your Product

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

## 8. Damage To Your Work

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

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

## 9. Employer's Liability

"Bodily injury" to:

- a. An "employee" of any insured arising out of and in the course of:
  - (1) Employment by the insured; or
  - (2) Performing duties related to the conduct of any insured's business; or
- b. The "spouse", child, parent, brother or sister of that "employee" as a consequence of Paragraph 9.a. above.

This exclusion applies:

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

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

#### **10. Employment-related Practices**

Any liability arising or allegedly arising out of any:

- a. Refusal to employ or promote a person;
- b. Termination of a person's employment;
- c. Employment-related practices, policies, acts or omissions, including, but not limited to, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at a person, or any other employment-related practices, policies, acts or omissions; or
- d. Consequential liability, damage, loss, cost or expense as a result of Paragraphs **10.a.**, **10.b.**, and **10.c.**, above.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraphs **10.a.**, **10.b.**, **10.c.**, and **10.d.**, occurs before employment, during employment or after employment of that person;
- b. Whether an insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

#### **11. ERISA**

Any obligation of an insured under the Employee Retirement Income Security Act of 1974 or any amendments to that act, or under any similar law, regulation or ordinance.

#### **12. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. However, this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

#### **13. Fungi Or Bacteria**

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

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

#### **14. Liquor Liability**

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **14.a.**, **14.b.** or **14.c.** above.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. We will follow "underlying insurance" with respect to whether or not permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is considered the business of selling, serving or furnishing alcoholic beverages.

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

## 15. Mobile Equipment

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

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

## 16. Nuclear Material, Hazard Or Incident

a. Any liability, injury or damage:

- (1) With respect to which any insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its Limits of Insurance; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) any insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Any liability, injury or damage resulting from the "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, any insured or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any insured; or
- (3) The injury or damage arises out of the furnishing by any insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Paragraph **b.(3)** applies only to "property damage" to such "nuclear facility" and any property therein.

As used in this exclusion, injury or damage includes all forms of radioactive contamination of property.

## 17. Personal And Advertising Injury

"Personal and advertising injury":

- a. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- b. Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity;

- c. Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the "policy period";
- d. Arising out of a criminal act committed by or at the direction of the insured;
- e. For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- f. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- g. Arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in your "advertisement";
- h. Arising out of the wrong description of the price of goods, products, or services stated in your "advertisement";
- i. Arising out of the infringement of copyright, patent, trademark, trade secret, or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", copyright, trade dress, or slogan;

- j. Committed by an insured whose business is:
  - (1) Advertising, broadcasting, publishing, or telecasting;
  - (2) Designing or determining content of websites for others; or
  - (3) An Internet search, access, content, or service provider.

However, this exclusion does not apply to Paragraphs **23.a.**, **23.b.**, or **23.c.** of the definition of "personal and advertising injury" under **Section VII - Definitions**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting;

- k. Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control; or
- l. 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.

## 18. Pollution

Any liability arising out of or in any way related to:

- a. The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release, or escape of "pollutants", anywhere at any time, however caused.
- b. Any loss, cost, or expense arising out of any:
  - (1) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants"; or
  - (2) 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 assessing the effects of "pollutants".

This exclusion will also apply regardless of whether such discharge, dispersal, seepage, migration, release, or escape of such "pollutant" is covered by "underlying insurance".

## 19. Recall Of Products, Work Or Impaired Property

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

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

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

## 20. Recording And Distribution Of Material Or Information In Violation Of Law

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

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than 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.

## 21. War

Any liability, however caused, arising, directly or indirectly, out of:

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

## 22. Watercraft

Any liability arising out of the ownership, maintenance, use, or entrustment to others of any watercraft owned, operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured. However, this exclusion does not apply to the extent "underlying insurance" provides such coverage. Coverage under this policy will be no broader than that provided by "underlying insurance".

## 23. Workers' Compensation And Similar Laws

Any obligation of an insured under a Workers Compensation, Unemployment Compensation or Disability Benefits Law, or under any similar law, regulation or ordinance.

## SECTION VI - CONDITIONS

### 1. Appeals

If the insured or "underlying insurers" do not appeal a judgment in excess of the "retained limit", we have the right to make such an appeal. If we elect to appeal, we will be liable for all court costs, expenses incurred and interest incidental to the appeal, in addition to the Limits of Insurance of this policy. However, our liability on such an award or judgment will not exceed our Limits of Insurance as stated in **(Item 4)** of the Declarations.

## 2. Audit

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three years after the expiration or termination of this policy.

## 3. Bankruptcy Or Insolvency

The bankruptcy, insolvency or inability to pay of any insured or the bankruptcy, insolvency or inability to pay of any of the "underlying insurers" will not relieve us from the payment of any claim or "suit" covered by this policy. Under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down and replace the "retained limit" or assume any obligation with the "retained limit". This insurance will apply as if the "underlying insurance" were in full effect.

## 4. Cancellation

- a. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- b. We may cancel this policy. If we cancel because of nonpayment of premium, we must mail or deliver to you not less than 10 days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than 30 days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in **(Item 1)** of the Declarations will be sufficient to prove notice.
- c. The "policy period" will end on the day and hour stated in the cancellation notice.
- d. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the Minimum Premium as shown in **(Item 3)** of the Declarations.
- e. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Premium as shown in **(Item 3)** of the Declarations.
- f. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
- g. The first "named insured" designated in **(Item 1)** of the Declarations will act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
- h. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.
- i. If notice is mailed, proof of mailing will be sufficient proof of notice under this section.

## 5. Changes

This policy may only be changed by a written endorsement issued by us.

## 6. Concealment, Misrepresentation Or Fraud

We may void this policy or deny a claim at any time if, before or after a loss, you:

- a. Concealed or misrepresented any material fact or circumstance;
  - b. Made incorrect statements or representations to us with regard to any material fact or circumstance; or
  - c. Engaged in fraudulent conduct;
- at the time of application or any time during the "policy period".



## 7. Duties In The Event Of An Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or "offense" which may result in a claim or "suit" under this policy. To the extent possible, notice will include:
- (1) How, when and where the "occurrence" or "offense" took place;
  - (2) The names and addresses of any injured person and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or "offense".
- b. If a claim or "suit" against any insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. The insureds will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

## 8. Economic Or Trade Sanctions

If coverage for a claim or "suit" under this policy would violate any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or "suit" will be null and void.

## 9. Inspection

We have the right, but are not obligated, to inspect the premises and operations of any insured at any time. You acknowledge that our inspections are not safety inspections. They relate only to the insurability of the premises and operations of any insured and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of any "employees", invitees or the public. We do not warrant that the premises or operations of any insured are safe or healthful or that they comply with laws, regulations, codes or standards.

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

## 10. Legal Actions Against Us

There will be no right of action against us under this insurance unless:

- a. You have complied with all the terms of this policy; and
- b. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to join us as a party or otherwise bring us into a "suit" asking for damages from an insured.

We will not be liable for damages that are not payable under the terms of this policy or are in excess of the applicable limit of insurance provided by this policy.

## 11. Maintenance Of Underlying Insurance

During the "policy period", you agree:

- a. To keep all "underlying insurance" in full force and effect;

- b. That any renewals or replacements of any "underlying insurance" will not be more restrictive in coverage;
- c. That the total applicable limits of all "underlying insurance" will not decrease except for any reduction or exhaustion of aggregate limits by payment of judgments or settlements to which this policy applies; and
- d. That the terms, definitions, conditions, exclusions and endorsements of all "underlying insurance" will not change during the "policy period" such as to increase the coverage afforded under this policy.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

## 12. Other Insurance

If "other insurance" applies to a loss that is also covered by this policy, this policy will apply excess, and in no event as contributing insurance with respect to the "other insurance". Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of such "other insurance". However, this provision will not apply if the "other insurance" is specifically written to be excess of this policy.

## 13. Premium

The first "named insured" designated in **(Item 1)** of the Declarations will be responsible for payment of all premiums when due.

The premium for this policy will be computed on the basis set forth in **(Item 3)** of the Declarations. At the beginning of the "policy period", you must pay us the Advance Premium shown in **(Item 3)** of the Declarations. When this policy expires or if it is canceled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure basis will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event we will retain the Minimum Premium as shown in **(Item 3)** of the Declarations for each twelve months of our "policy period".

## 14. Separation Of Insureds

Except with respect to our Limits of Insurance and any rights or duties specifically assigned to the first "named insured" designated in **(Item 1)** of the Declarations, this insurance applies:

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

This condition will not increase our limit of liability for any one "occurrence" or "offense". This condition also has no effect on the applicability of exclusions that exclude coverage for all insureds for injury or damage arising from the specified conduct of an or any insured.

## 15. Terms Conformed To Statute

The terms of this policy which are in conflict with the statutes of the state where this policy is issued are amended to conform to such statutes.

If we are prevented by law or statute from paying on behalf of an insured, then we will, where permitted by law or statute, indemnify the insured for those sums in excess of the "retained limit".

## 16. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair those rights and must help us enforce them.

Any recoveries will be applied as follows:

- a. Any interests, including the insured, that have paid an amount in excess of our payment under this policy will be reimbursed first;

- b. We then will be reimbursed up to the amount we have paid; and
- c. Lastly, any interests, including the insured, over which our insurance is excess, are entitled to claim the residue.

Expenses incurred in the exercise of rights of recovery will be apportioned between the interests including the insured, in the ratio of their respective recoveries as finally settled.

#### 17. Transfer Of Your Rights And Duties

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

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first "named insured" designated in **(Item 1)** of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

#### 18. When Loss Is Payable

Coverage under this policy will not apply unless and until any insured or an insured's "underlying insurer" is obligated to pay the "retained limit". When the amount of loss has finally been determined, we will promptly pay on behalf of the insured the amount of loss falling within the terms of this policy.

You will promptly reimburse us for any amount within the Self-Insured Retention advanced by us at our discretion on behalf of any insured.

### SECTION VII - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products, or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products, or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
3. "Bodily injury" means physical injury, sickness, or disease sustained by a person. This includes mental injury, mental anguish, humiliation, shock or death if directly resulting from physical injury, sickness, or disease to that person.
4. "By-product material" has the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
5. "Coverage territory" means:
  - a. The United States of America, including its territories and possessions, Puerto Rico and Canada; and
  - b. If provided by "underlying insurance", anywhere in the world except any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"). The "coverage territory" of this policy will be no broader than that provided by "underlying insurance".
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws, or other similar governing document.
8. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
9. "Hazardous properties" includes radioactive, toxic or explosive properties.
10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
11. "Insured contract" means:
  - a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees"; or
  - g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraphs 11.f. and 11.g. above do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver;
- (3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that the person or organization is authorized to serve by public authority;
- (4) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings and specifications; or

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

(5) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (4) above and supervisory, inspection, architectural or engineering activities.

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

13. "Loading or unloading" means the handling of property:

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

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

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in 14.a., 14.b., 14.c., or 14.d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower property, equipment, or workers; and
- f. Vehicles not described in 14.a., 14.b., 14.c., or 14.d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower property, equipment, or workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment.

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

**15. "Named insured" means:**

- a. Any person or organization listed in **(Item 1)** of the Declarations;
- b. Any organization of which you maintain ownership or majority interest as of the effective date of this policy, provided that such organization was made known to us by the effective date of this policy and is included as an insured in "underlying insurance". However, coverage for this insured under this policy will be no broader than that provided by "underlying insurance".
- c. 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 a "named insured" under this policy if there is no other similar insurance available to that organization. However:
  - (1) Coverage under this provision is afforded only until the 180th day from the date you acquire or form the organization or the end of the "policy period", whichever is earlier. However, such coverage will be provided for no longer than that provided by "underlying insurance";
  - (2) Coverage does not apply to any liability that occurred or "offense" committed before you acquired or formed the organization; and
  - (3) Coverage applies only if the organization is included as an insured in "underlying insurance" and coverage for this insured will be no broader coverage than that provided by "underlying insurance".

**16. "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 "nuclear 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 any insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of, "waste", and includes the site on which any of the foregoing is located, all operations considered on such site and all premises used for such operations.

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

**18. "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.**

**19. "Nuclear waste" means any waste material:**

- a. Containing "by-product material" other than the tailings of 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 under the first two paragraphs of the definition of "nuclear facility".

**20. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions shall be considered as arising out of one "occurrence".**

21. "Offense" means an "offense" included in the definition of "personal and advertising injury". All damages that arise from exposure to the same act, publication, infringement or general conditions are considered one "offense", regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants.

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

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

23. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following "offenses":

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. 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 the owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

24. "Policy period" means the time between the effective date of this policy shown in **(Item 2)** of the Declarations and the earlier of the expiration date shown in **(Item 2)** of the Declarations, termination date or cancellation date of this policy.

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

26. "Products-completed operations hazard":

a. Means all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. "Your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

b. 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.

27. "Property damage" means:

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

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

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, CDROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

28. "Retained limit" means, the greater of:

- a. The total applicable limits of the "underlying insurance" and any "other insurance" available to the insured; or
- b. The amount stated in the Declarations as the Self-Insured Retention as a result of any one "occurrence" or one "offense" not covered by "underlying insurance" nor by any "other insurance" providing coverage to the insured.

29. "Source material" has the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

30. "Special nuclear material" has the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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

32. "Spouse" means any husband, wife or partner in a marriage or civil union or any person qualifying as a domestic partner under any federal, state or local laws.

33. "Suit" means a civil proceeding which seeks monetary damages because of any liability to which this insurance applies. "Suit" also includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

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

35. "Underlying insurance" means the policy or policies of insurance or self-insurance and their limits of insurance listed in the Schedule of Underlying Insurance. It includes any renewal or replacement of those policies during the term of this insurance provided that:

- a. Policy limits are equal to or greater than the policy being renewed or replaced; and
- b. Insurance is provided for the same hazards, except as to any modifications which are agreed to by us in writing.

If however, a policy shown in the Schedule of Underlying Insurance has a limit of insurance:

- a. Greater than the amount shown in the Schedule of Underlying Insurance, this policy will apply in excess of the greater amount of valid and collectible insurance; or
- b. Less than the amount shown in the Schedule of Underlying Insurance, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance forming a part of this policy.

36. "Underlying insurer" means any insurer who provides "underlying insurance".



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

38. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (1) You;
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles) materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

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

39. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF POLLUTION EXCLUSION -  
EXCEPTION FOR NAMED PERIL OF HOSTILE FIRE;  
BUILDING HEATING, COOLING AND DEHUMIDIFYING  
EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Exclusion **18.** of **Section V - Exclusions** is replaced by the following:

**18. Pollution**

Any Liability arising out of or in any way related to:

- a. The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of "pollutants", anywhere at any time, however caused.
- b. Any loss, cost, or expense arising out of any:
  - (1) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants".
  - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion will apply regardless of whether such liability arising out of or in any way related to **a.** or **b.** above is covered by "underlying insurance", except as provided by the exceptions below.

Paragraph **a.** of this exclusion does not apply to:

- 1. With respect to any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured, "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- 2. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
  - a. At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
  - b. At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

Coverage provided under the exceptions of this endorsement applies only to the extent that "underlying insurance" provides such coverage. However, if "underlying insurance" provides coverage for any liability arising out of or in any way related to "pollutants" that is broader than the coverage provided by the exceptions of this endorsement, no such broader coverage will be afforded under this endorsement.

Regardless of the extent of "underlying insurance", no coverage under this endorsement applies to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

1. At or from any premises site or location which is or was at any time used by or for any insured or others for handling, storage, disposal, processing or treatment of waste; or
2. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured, or any person or organization for whom you may be legally responsible; or
3. 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".

For the purposes of this endorsement, the following is added to **Section VII - Definitions** :

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

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

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

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA COVERAGE FORM**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UNDERLYING COVERAGE REQUIREMENT FOR CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

### COMMERCIAL UMBRELLA COVERAGE FORM

With respect to any one or more "certified acts of terrorism," we will be liable only for that portion of damages, subject to the Each Occurrence Limit stated in the Declarations, in excess of the total amounts stated as the applicable limits of "underlying insurance" and the applicable limits of any other insurance providing coverage to the insured during the "policy period".

If you fail to comply with this Underlying Coverage Requirement for "Certified Acts of Terrorism" and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this requirement.

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

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

This exclusion does not apply to the extent that insurance is provided by "underlying insurance", and for no broader coverage than is provided by such "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - AIRCRAFT PRODUCTS AND GROUNDING LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

A. The following exclusion is added to **Section V - Exclusions**:

### Aircraft Products And Grounding Liability

Any liability arising out of:

1. "Aircraft products",
2. Work performed on or in connection with "aircraft products",
3. Any representation or warranty made at any time with respect to "aircraft products" or work performed on or in connection with aircraft parts, or
4. The "grounding" of any aircraft (including missiles and spacecraft).

B. For the purposes of this endorsement, the following definitions are added to **Section VII - Definitions** :

1. "Aircraft products" means:

Aircraft (including missiles or spacecraft) and any ground support or control equipment used in connection with aircraft;

Any of "your products" manufactured, sold, handled or distributed for use in any aircraft or for use in connection with the manufacture, repair, operation, maintenance or use of any aircraft;

Any of "your products" installed in or used in connection with aircraft, including spare parts, ground handling tools and equipment;

Training aids, navigation charts, navigation aids, instructions, manuals, blueprints, engineering or other data, or engineering or other professional advice; and

Services and labor relating to Paragraph **A.1.**, **A.2.**, **A.3.** or **A.4.** above.

2. "Grounding" means the withdrawal of one or more aircraft (including missiles or spacecraft) from flight operations, or the imposition of speed, passenger or load restrictions on such aircraft, by reason of an actual, alleged, or suspected defect, fault, or condition in such aircraft or any part thereof; whether such aircraft withdrawn or restricted are owned or operated by the same or different persons or organizations.

A "grounding" will be deemed to commence on the date of an "occurrence" which discloses such defect, fault or condition, or on the date an aircraft is first withdrawn from service on account of such defect, default or condition, whichever occurs first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Exclusion 3. of **Section V - Exclusions** is replaced by the following:

### 3. Auto Coverages

1. Any obligation of the insured under a No Fault, Uninsured Motorist or Underinsured Motorist law, or under any similar law, regulation or ordinance.
2. Any "bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading". This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - EMPLOYER'S LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Exclusion 9. of **Section V - Exclusions** is replaced by the following :

### 9. Employer's Liability

"Bodily Injury" to:

- a. An "employee" of any insured arising out of and in the course of:
  - (1) Employment by any insured; or
  - (2) Performing duties related to the conduct of any insured's business; or
- b. The "spouse", child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL AND ADVERTISING INJURY  
- FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Exclusion 17. of **Section V - Exclusions** is replaced by the following:

**17. Personal And Advertising Injury**

"Personal and advertising injury" except to the extent "underlying insurance" provides such coverage. Coverage under this policy will be no broader than that provided by "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - DIRECTORS AND OFFICERS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

- A. The following exclusion is added to **Section V - Exclusions**:

### **Directors and Officers Liability**

Any liability arising out of any "wrongful act".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the conduct involved that which is excluded by above

- B. For the purposes of this endorsement, the following is added to **Section VII - Definitions** :

"Wrongful act" means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty by any director or officer in the discharge of any duty as a director or officer, either individually or collectively.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS - FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to Condition **16. Transfer Of Rights Of Recovery Against Others To Us** under **Section VI - Conditions** :

We have the right to recover our payments from anyone liable for an injury or damage covered by this policy. To the extent that right has been waived in "underlying insurance", we will waive any right of recovery we may have against a person or organization because of payments we make under this policy. Any such waiver, however, will not be any broader than that provided by such "underlying insurance".

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

**EXCLUSION OF PUNITIVE DAMAGES RELATED TO A  
CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

**A.** The following exclusion is added to **Section V - Exclusions**:

**Terrorism Punitive Damages**

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

**B.** The following definition is added to **Section VII - Definitions** :

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

**A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or
  - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
    - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
    - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
    - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
  - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism" will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

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

C. The following exclusion is added to **Section V - Exclusions**:

#### **Exclusion Of Terrorism**

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

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CRISIS MANAGEMENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

### SCHEDULE

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

For purposes of coverage afforded by this endorsement only:

A. The following is added to **Section I - Coverage** :

### CRISIS MANAGEMENT COVERAGE

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

1. This insurance applies only if:
  - a. The "insured crisis event" commences during the "policy period";
  - b. The "insured crisis event" did not arise out of any fact, circumstance, pre-existing condition, or situation, that you, prior to the inception date of this policy, knew, or reasonably should have known, could lead to, cause or result in an "insured crisis event";
  - c. You notify us by telephone at the number listed for Liberty Mutual Claims as shown in the Schedule within seven days of the "insured crisis event";
  - d. The "crisis management expenses" are first incurred within 15 days after the "insured crisis event" commences;
  - e. The "crisis management expenses" are not incurred more than 120 days after the commencement of the "insured crisis event"; and
  - f. A claim for reimbursement of "crisis management expenses" is submitted within 120 days after incurring such "crisis management expenses".
2. We will have no duty under this Crisis Management Coverage to defend the insured against any claim, "suit" or action seeking damages.
3. Payment of any "crisis management expenses" under the Crisis Management Coverage endorsement is in addition to, and will not reduce, any other Limits of Insurance under this policy, and will not be determinative of our obligations under this policy with respect to any claim or "suit", including any duty to defend or indemnify any insured for such claim or "suit".
4. The amount we will pay is limited as described in Paragraph C. of the Crisis Management Coverage endorsement.
5. An "insured crisis event" will be deemed to commence at the time when any of your "key executives" first become aware of the man-made emergency situation that resulted in the "insured crisis event".

**B. The following is added to Section III - Limits Of Insurance :**

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

1. insureds;
2. "Insured crisis events"; or
3. Persons or organizations making claims.

**C. The following exclusions are added to Section V - Exclusions:**

**1. Newly Acquired Or Formed Organizations**

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

**2. Infectious Diseases Or Illnesses**

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

**3. Intentional Acts By You**

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

**D. The following is added to Section VI - Conditions :**

**Duties In The Event Of An Insured Crisis Event**

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

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

2. In the event you choose to use the public relations or crisis management vendor that you held on retainer at the time of the "insured crisis event", or choose not to use any vendor, you must notify Liberty Mutual Claims at the phone number listed in the Schedule within seven days of an "insured crisis event".
3. Additionally, you must provide us with written notice as soon as practicable. To the extent possible, such written notice should include:
  - a. How, when and where the "insured crisis event" took place;
  - b. The names and addresses of any affected parties and witnesses; and
  - c. The nature and location of any injury or damage arising out of the "insured crisis event".

**E. For purposes of this endorsement, the following definitions are added to Section VII - Definitions :**

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



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

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

- a. (1) Damages in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies; or
- (2) Multiple deaths, burns, dismemberment injuries, traumatic brain injuries, permanent paralysis injuries; and
- b. Significant adverse regional or national media coverage about you.

2. "Crisis management expenses":

- a. Means the following reasonable and necessary fees and expenses following an "insured crisis event":
  - (1) Expenses incurred directly by our Liberty Mutual Preferred Public Relations Vendor shown in the Schedule for the purpose of maintaining and restoring public confidence in you.
  - (2) Expenses incurred by the public relations vendor that was held on retainer by you at the time of the "insured crisis event" for providing public relations and media management services, but only for those expenses required for the purpose of maintaining and restoring public confidence in you related to the "insured crisis event".
  - (3) Expenses incurred directly by your operations for the purpose of maintaining and restoring public confidence in you. These expenses may include printing, advertising, or mailing of materials to manage reputational risk.
  - (4) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations, for the purpose of providing public relations and media services.
  - (5) Expenses you advance to third parties directly harmed by the "insured crisis event" for the purpose of mitigating the harm. These expenses may include funeral, psychological or grief counseling, temporary living, and travel expenses.
- b. Does not include:
  - (1) Any damages imposed upon any insured, including but not limited to any fine, sanction, penalty or punitive or exemplary damages, plus any equitable, injunctive or other non-monetary relief.
  - (2) Any expenses you incur in the investigation, defense or settlement of a claim, "suit" or action for "bodily injury" or "property damage", or "personal and advertising injury" arising out of an "insured crisis event".
  - (3) The base salary or wages of any of your employees.
  - (4) Any ransom payment or other expense incurred to meet a demand made to redeem a hostage or captive.

- (5) Expenses incurred by any public relations or crisis management firm that is not listed as a Liberty Mutual Preferred Public Relations Vendor in the Schedule, or that was not held on retainer by you at the time of the "insured crisis event".
- (6) Any retainers or other contracted fees you paid a professional crisis management firm, public relations, media relations, or similar firm prior to an "insured crisis event".
- (7) Damages arising out of any employment-related practices, such as refusal to employ, termination, or any other practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at any person.

3. "Key executive" means:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

A. The following exclusion is added to **Section V - Exclusions**:

**Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception**

Any liability arising out of:

1. Any access to or disclosure of any person's or organization's confidential or personal material or information, including but not limited to:
  - a. Patents, trade secrets, processing methods, customer lists;
  - b. Financial information, credit card information;
  - c. Health information, biometric information; or
  - d. Any type of nonpublic material or information, or personal data as defined by applicable law; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, unless Paragraph 1. above applies, this exclusion does not apply to damages that result in "bodily injury".

This exclusion applies even if damages claimed are for expenses to notify any person, organization, or other entity, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses, fines, penalties (including but not limited to, fees or surcharges from affected financial institutions), or any other loss, cost, or expense incurred by you or others arising out of that which is described in Paragraph 1. or 2. above.

B. For purposes of this endorsement, the following definition is added to **Section VII - Definitions** :

"Electronic data" means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, hard or floppy disks, CD-ROMs, DVD-ROMS, Blu-Ray discs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

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

## **TRACKING GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to Paragraph 2. of **Section III - Limits Of Insurance**:

The General Aggregate Limit will apply separately and in the same manner as the aggregate limits in the "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COLORADO CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following amendments are made to **Section VI - Conditions** :

1. Paragraph **b.** of Condition **4. Cancellation** is replaced by the following:

**b.** If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first "named insured" designated in **(Item 1)** of the Declarations written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any other reason.

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first "named insured" designated in **(Item 1)** of the Declarations written notice of cancellation:

- (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the insured on the application for insurance; or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first "named insured" designated in **(Item 1)** of the Declarations has notified us of the change and we accept such change.

2. The following conditions are added and supersede any provisions to the contrary:

### Nonrenewal

If we decide not to renew this policy, we will mail through first-class mail to the first "named insured" designated in **(Item 1)** of the Declarations written notice of nonrenewal at least 45 days prior to the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

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

### Increase In Premium Or Decrease In Coverage

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first "named insured" designated in **(Item 1)** of the Declarations last mailing address known to us, at least 45 days prior to the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

- a.** Nonpayment of premium;
- b.** A false statement knowingly made by the insured on the application for insurance; or

- c. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first "named insured" designated in **(Item 1)** of the Declarations has notified us of the change and we accept such change.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - PFC/PFAS

This endorsement modifies insurance provided under the following:

### COMMERCIAL UMBRELLA COVERAGE FORM

**A. The following exclusion is added to Section V - Exclusions:**

**Perfluorinated Compounds Or Per- And Polyfluoroalkyl Substances**

This insurance does not apply to any liability:

1. Any liability arising out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of "PFC/PFAS"; or
2. Any loss, cost, or expense arising out of any:
  - a. Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of "PFC/PFAS" by any insured or on behalf of any person, entity, or governmental authority.
  - 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, remediating, disposing of, or in any way assessing the effects of "PFC/PFAS".

This exclusion applies whether the substances listed above are alone or combined with any other substances or factors, whether included as a component part of a product or otherwise.

This exclusion applies regardless whether such exposure occurs within or outside a building.

**B. For the purposes of this endorsement, the following definition is added to Section VII - Definitions :**

"PFC/PFAS" means perfluorinated compounds (PFC) or per- and polyfluoroalkyl substances (PFAS) including, but not limited to, perfluorooctanoic acid (PFOA), perfluorooctane sulfonic acid (PFOS), perfluorononanoic acid (PFNA), perfluorobutyric acid (PFBA), perfluorobutane sulfonic acid (PFBS), perfluoropentanoic acid (PFPeA), perfluorohexane sulfonic acid (PFHxS), GenX, C8 (perfluorinated carboxylic acid), ADONA, perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorooctane sulfonamide (PFSOA), perfluorodecanoic acid, (PFDA), perfluorodecane sulfonate (PFDS), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoA), perfluorotridecanoic acid (PFTTrDA), perfluorotetradecanoic acid (PFTeDA), or 6:2 fluorotelomer sulfonate (6:2 FTS) or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for PFC-related or PFAS-related damages, expense, loss, demand, claim, liability or legal obligation.

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

**EXCLUSION - BIOMETRIC INFORMATION PRIVACY CLAIM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

**A. The following exclusion is added to Section V - Exclusions:**

**Biometric Information Privacy Claim**

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate any federal, state, local, province, Native American tribe or tribal nation law, or other governmental division or subdivision law that regulates or restricts the collection, storage, use, conversion, retention, sharing and/or publication in any manner, and/or disposal of "biometric information", including, but not limited to, violations of any notifications, disclosures, sale, or authorizations related to such "biometric information".

**B. The following definition is added to Section VII - Definitions :**

"Biometric information" means any:

- a. Biometric identifier including, but not limited to, a retina or iris scan, fingerprint, handprint, voiceprint, scan of hand, finger, ear, or face geometry, eye or finger vein verification, handwriting or signature, deoxyribonucleic acid (DNA), or any other personally identifiable measurable biological, physiological, behavioral, or immutable characteristic of an individual or individuals; or
- b. "Biometric information", including any information, regardless of how captured, converted, stored or shared, which is based on biometric identifiers used to identify an individual.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to **Section V - Exclusions**:

### Cyber Incident

Any liability arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses, or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

For purposes of this endorsement, the following definition is added to **Section VII - Definitions**:

"Cyber incident" means any:

- a. Unauthorized access to or use of any computer system.
- b. Malicious code, virus, or any other harmful code that is directed at, enacted upon, or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system, or otherwise disrupt its normal functioning or operation.
- c. Denial of service attack which disrupts, prevents, or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

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