



## RESOURCES TO HELP YOUR BUSINESS GROW!

As a policyholder through USLI or Devon Park Specialty, you have access to many free and discounted services through the Business Resource Center that will assist you in operating, growing and protecting your business. Consider the following services and associated cost savings when deciding where to place your insurance!

### HUMAN RESOURCES

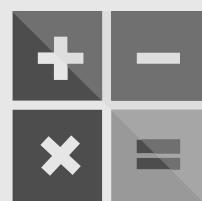


- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Discounted sexual harassment training and more
- » Resources for recruiting and training as well as termination and administration

### PRE-EMPLOYMENT AND TENANT SCREENINGS

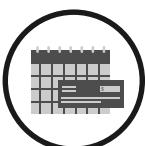


- » Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- » Best practices for performing a background check
- » Discounted tenant and drug screenings and motor vehicle reports (MVRs)



Try our cost-savings calculator to see how much you could save!

### PAYROLL AND TAXES



- » Discounted payroll processing and tax services tailored for either a small or large business

### CYBER RISK



- » Materials about securing personal and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan

### MARKETING



- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

### SAFETY



- » Free on-site safety and occupational health consultation for your business
- » Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol and food server safety training for your staff and servers
- » Discounted CPR and first aid training
- » Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse, and more



## 24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day/7 days a week.

**For claim reporting, call toll free 1-888-875-5231 or visit [USLI.COM](http://USLI.COM) and select the “report a claim” option.**

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.



**USLI.COM**  
**888-523-5545**

CUP2552101B

Renewal of Number

**POLICY DECLARATIONS**

**No. CUP2552101C**

**Mount Vernon Fire Insurance Company**

**1190 Devon Park Drive, Wayne, Pennsylvania 19087**

A Member Company of United States Liability Insurance Group

NAMED INSURED AND ADDRESS:

**EVERGREEN ESTATES SERVICE ASSOCIATION, INC.**  
1839 CYPRESS WAY  
WEST FARGO, ND 58078

THIS POLICY IS ISSUED PURSUANT TO THE NORTH DAKOTA SURPLUS LINES INSURANCE STATUTE UNDER THE SURPLUS LINES PRODUCER'S LICENSE OF \_\_\_\_\_. THE INSURER IS A QUALIFIED SURPLUS LINES INSURER, BUT IS NOT OTHERWISE LICENSED BY THE STATE OF NORTH DAKOTA AND DOES NOT PARTICIPATE IN THE NORTH DAKOTA INSURANCE GUARANTY ASSOCIATION.

POLICY PERIOD: (MO. DAY YR.) From: 09/01/2020 To: 09/01/2021

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Umbrella Coverage

PREMIUM

\$515.00

Surplus Lines Tax \$9.01

**TOTAL:** **\$524.01** **+1.75% ND SL TAX**

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

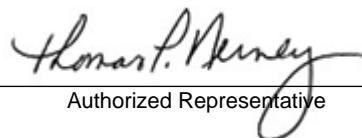
**See Endorsement EOD (1/95)**

Agent: CRC MINNEAPOLIS (473)  
920 Second Avenue South, #600  
Minneapolis, MN 55402

Issued: 08/26/2020 1:06 PM

Broker:

By: \_\_\_\_\_ Authorized Representative



THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

UPD (08-07)

## EXTENSION OF DECLARATIONS

**Policy No. CUP2552101C**

Effective Date: **09/01/2020**

12:01 AM STANDARD TIME

### FORMS AND ENDORSEMENTS

**The following forms apply to the policy**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
2110	04/15	Service Of Suit
CUP	07/05	Commercial Umbrella Policy
CUP 549	09/16	Exclusion - Unmanned Aircraft
CUP116	11/07	Coverage A - Excess Following Form Professional Liability Coverage Endorsement
CUP117	11/07	Extended Reporting Period Endorsement
CUP542	02/15	Exclusion Of War And Certified Acts Of Terrorism
IUL100	07/06	Expected or Intended Injury Exclusion
IUL117	09/10	Nuclear Energy Liability Exclusion (Broad Form)
Jacket	07/19	Policy Jacket
L-549	04/15	Absolute Professional Liability Exclusion
L-652ND	11/05	North Dakota State Amendatory Endorsement
Notice Unmanned Aircraft CUP	12/16	Advisory Notice to Policyholders
NTE	01/15	Notice Of Terrorism Exclusion
UL370	04/04	Exclusion - Liability As A Result Of Owned Autos

# COMMERCIAL UMBRELLA COVERAGE DECLARATIONS

Policy No. CUP2552101C

Effective Date: 09/01/2020  
12:01 AM STANDARD TIME

## LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$1,000,000

## SELF INSURED RETENTION

\$0

## LOCATION OF COVERAGE

Location	Address	Territory
	PER UNDERLYING POLICY/POLICIES	

## SCHEDULE OF UNDERLYING INSURANCE ATTACHED

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

## SCHEDULE OF UNDERLYING INSURANCE

Attached to and forming part of Policy No. **CUP2552101C**

<i>Underlying Carrier</i>	<i>General Liability</i>	<i>Limits of Insurance</i>
U.S. Underwriters Insurance Company NPP3552493C 09/01/2020 - 09/01/2021	Each Occurrence Personal & Advertising Injury Products/Completed Operations Aggregate General Aggregate	\$1,000,000 \$1,000,000 \$2,000,000 \$2,000,000
<i>Underlying Carrier</i>	<i>Automobile Liability</i>	<i>Limits of Insurance</i>
U.S. Underwriters Insurance Company NPP3552493C 09/01/2020 - 09/01/2021	Combined Single Limit	\$1,000,000
<i>Underlying Carrier</i>	<i>Non-Profit Directors &amp; Officers Liability</i>	<i>Limits of Insurance</i>
U.S. Underwriters Insurance Company NPP3552493C 09/01/2020 - 09/01/2021	Combined Single Limit	\$1,000,000

## **Service Of Suit**

Pursuant to any statute of any state, territory or district of the United States which makes provisions therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured(s) or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the below named as the person to whom the said officer is authorized to mail process or a true copy thereof.

It is further agreed that service of process in such suit may be made upon the General Counsel of the Company, or his nominee, at 1190 Devon Park Drive, Wayne, Pennsylvania 19087 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal.

# COMMERCIAL UMBRELLA POLICY

In this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the company shown in the Declarations. Other words and phrases that appear in quotations have special meanings. Refer to **Section VI. Definitions** for their meanings.

The word Insured means any person or organization qualifying as such under **Section IV. Who is an Insured**.

In return for the payment of the premium, in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy, we agree with you as follows:

## I. INSURING AGREEMENTS

### COVERAGE A – EXCESS LIABILITY INSURANCE (FOLLOWING FORM)

Coverage A is excess insurance and follows the "underlying insurance" except as otherwise stated in this policy.

1. We will pay those sums that the Insured must legally pay in excess of the sums payable as "damages" in the "underlying insurance" or which would have been payable but for the exhaustion of the applicable Limit of Insurance.
2. This insurance applies only if:
  - a. The "damage" takes place in the "coverage territory"; and
  - b. The "damage" first occurs during the policy period.
3. We have no other obligation or liability to pay sums or perform acts or services except those shown under **II. Defense Settlements**.
4. In any jurisdiction where we are prevented by law or otherwise from paying on the Insured's behalf, we will indemnify the Insured instead, and paragraph 1. above shall be deemed changed accordingly.

5. Coverage A is subject to the terms of the "underlying insurance" except:
  - a. That the amounts or limits of liability, policy period and conditions relating to the premium, subrogation, other insurance, obligation to investigate and defend, and cancellation or non-renewal, and any renewal agreement of "underlying insurance" do not apply to this insurance;
  - b. That where the "underlying insurance" has an aggregate limit of liability, such aggregate limit shall not, for purpose of determining when this insurance applies, be reduced or exhausted by any payment relating to any act, error, omission, injury, damage, or offense which occurs before the effective date shown in the Declarations of this policy.
  - c. For any obligation to provide or to pay for legal defense. Legal defense is covered by this insurance only as shown under **II. Defense Settlements**.
6. Settlement of any "claim" or "suit" for an amount in excess of available "underlying insurance" by any underlying insurer shall not be binding on us unless we consent in writing.

### COVERAGE B – UMBRELLA LIABILITY INSURANCE

Coverage B applies only to an "occurrence" which is not covered by Coverage A and is not otherwise excluded by this policy or any underlying policy.

1. a. We will pay those sums that the Insured becomes legally obligated to pay as "damages"

- because of "bodily injury" or "property damage" caused by an "occurrence".
- b. We will pay those sums that the Insured becomes legally obligated to pay as "damages" because of "personal and advertising injury" caused by an offense.

2. This insurance applies only if:
  - a. The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”; and
  - b. The “bodily injury” or “property damage” first occurs during the policy period; and
  - c. Prior to the policy period, no person who is considered an insured within **Section IV. Who is an Insured** and no person 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 any such person 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; and
  - d. The “personal and advertising injury” is caused by an offense arising out of your business but only if the offense was committed in the “coverage territory” during the policy period.
3. “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any person who is considered an Insured within **Section IV. Who is an Insured** or any person authorized by you to give or receive notice of an “occurrence” or claim:
  - a. Reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer;
  - b. Receives a written or verbal demand or claim for “damages” because of the “bodily injury” or “property damage”; or
  - c. Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.
4. In any jurisdiction where we are prevented by law or otherwise from paying on the Insured’s behalf, we will indemnify the Insured instead, and paragraph 1. above shall be deemed changed accordingly.
5. Legal defense is covered by this insurance only as shown under **II. Defense Settlements**.

## II. DEFENSE SETTLEMENTS

1. We will pay “defense expenses” only as follows:
  - a. When “defense expense” payments of any “underlying insurance” reduce the Limits of Insurance provided by that policy, then any such expense payment made under this policy will reduce the Limits of Insurance as stated in the Declarations.
  - b. When “defense expense” payments of any of the “underlying insurance” do not reduce the Limits of Insurance provided by those policies, then any such expense payment made under this policy will not reduce the Limits of Insurance as stated in the Declarations.
2. We will have no duty to defend any “claim” or “suit” that any other insurer has a duty to defend until the full limit of “underlying insurance” has been paid as a judgment or in a “full and final settlement”. If we elect to join in the defense of such “claims” or “suits”, we will pay all expenses we incur.

You shall give us the opportunity to associate with you or the underlying insurers or both in the

3. We will defend any “suit” which is likely to involve us for “damages” payable under Coverage A or Coverage B but which are not payable by a policy of “underlying insurance”, or any other available insurance, because:
  - a. Such “damages” are not covered by such underlying or other insurance; or
  - b. The “underlying insurance” has been exhausted by the payment of claims.
4. We may investigate and settle any “claim” or “suit” in 3. above at our discretion.
5. Our duty to pay “defense expenses” in 3. above ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

6. We will pay with respect to any “claim” or “suit” we defend in **3.** above:
  - a. All expenses we incur.
  - b. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the Insured at our request to assist us in the investigation and defense of the “claim” or “suit”, including actual loss of earnings up to \$100 a day because of the time taken off from work.
  - d. All costs taxed against the Insured in the “suit”
  - e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have:
- (1) Paid or offered to pay; or  
 (2) Deposited in court; the part of the judgment that is within the applicable Limit of Insurance.
7. In any jurisdiction outside the United States of America (including its territories and possessions), Puerto Rico, and Canada where we may be prevented by law or otherwise from carrying out this agreement:
  - a. The Insured must arrange to investigate, defend or settle any “claim” or “suit”.
  - b. The Insured will not make any settlement without our consent.
  - c. We will pay expenses incurred with our consent.

### III. LIMITS OF INSURANCE

1. The Limits of Insurance for Coverage A and Coverage B combined shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. “Claims” or “suits” brought; or
  - c. Persons or organizations making “claims” or bringing “suits”.
2. The Limit of Insurance stated in the Declarations is the most we will pay for “damages” under Coverage A or Coverage B for the referenced coverage arising out of any one “occurrence”, offense, “accident”, “common cause”, or “professional incident” (whichever applies). Each payment we make for such “damages” reduces by the amount of the payment the General Aggregate Limit. This reduced limit will then be the total Limit of Insurance available for any further “damages”.
3. The Limit of Insurance stated in the policy Declarations as the General Aggregate Limit is the most we will pay under Coverage A and Coverage B combined.
4. Our obligations under Coverage A and Coverage B end when the applicable Limit of Insurance available is used up.
5. The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, 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 the purpose of determining the Limits of Insurance.

### IV. WHO IS AN INSURED

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#### COVERAGE A – EXCESS LIABILITY INSURANCE (FOLLOWING FORM)

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1. Except as limited in **2.** below, each person or organization who is an insured in the “underlying insurance” is an insured under Coverage A.
2. Each person or organization who is a Named Insured on any underlying policy but is not a Named Insured on this policy is not an insured under this policy.

Nor are any of the following an insured under this policy:

- a. “Employees”;
- b. “Volunteer workers”; or
- c. Any person or organization acting as real estate manager

of a Named Insured on any underlying policy who is not a Named Insured on this policy.

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## COVERAGE B – UMBRELLA LIABILITY INSURANCE

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1. The Named Insured(s) as designated in the Declarations of this policy is an insured, only if named as an insured on the "underlying insurance". If you are designated as:
  - a. An individual – you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner;
  - b. A partnership or joint venture – you are an Insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business;
  - c. An organization other than a partnership or a joint venture – 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.
2. Each of the following is also an Insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are Insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - i. To you, to your partners or members (if you are a partnership, joint venture, or a limited liability company), 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;

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

(2) "Property damage" to property:

- i. Owned, occupied or used by,
- ii. 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, joint venture, or a limited liability company).

- b. 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.
- c. 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 Coverage Part.

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## UNDER COVERAGE A – EXCESS LIABILITY INSURANCE (FOLLOWING FORM) AND COVERAGE B – UMBRELLA LIABILITY INSURANCE

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1. No person or organization is an Insured with respect to the operations or conduct of any current or past partnership, joint venture, or

limited liability company that is not shown as a Named Insured in the Declarations of this policy.

## **V. EXCLUSIONS**

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### **A. UNDER COVERAGE A – EXCESS LIABILITY INSURANCE (FOLLOWING FORM) AND COVERAGE B – UMBRELLA LIABILITY INSURANCE**

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With respect to Coverage A (Excess Liability Insurance) and Coverage B (Umbrella Liability Insurance), this policy incorporates by reference all exclusions now or hereafter contained in the "underlying insurance" as though fully set forth in this policy. Where a common exclusion exists, in this policy and the "underlying insurance", the exclusion that is more restrictive of coverage will apply. In addition, this policy does not apply to:

1. Liability imposed on the Insured under any of the following laws:
  - a. Employee's Retirement Income Security Act (E.R.I.S.A.) of 1974;
  - b. Jones Act (vessels and seaman exposures);
  - c. Federal Employers Liability Act (railroad workers);
  - d. Migrant and Seasonal Agricultural Workers Protection Act (migrant farm workers);
  - e. "Damages" awarded under the provisions of the Racketeer Influenced and Corrupt Organization Act 18 U.S.C Sections 1961-68 (1970) (RICO);
  - f. Any other federal or state employers liability, workers compensation, unemployment compensation, disability benefits law or any other similar law.

and amendments thereto.

2. Any obligation of an insured under any employee benefit program, including but not limited to group life insurance, group accident or health insurance, pension plans, employee stock subscription plans, workers compensation, unemployment insurance, social security and disability benefits, and any other similar employee benefits programs.
3. "Damages" which an insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages":
  - a. That an insured would have in the absence of the contract or agreement; or
  - b. Assumed in a contract or agreement that is an "insured contract", provided the "damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary

litigation expenses incurred by or for a party other than an insured are deemed to be "damages", provided:

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

4. Any:
  - a. "Bodily injury", "property damage", or "personal and advertising injury";
  - b. "Damages" for devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space;
  - c. Loss, cost or expense, including but not limited to fines and penalties, arising out of any governmental direction or request, or any private party or citizen action, that an insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants", "organic pathogens", "silica", asbestos, or lead; or
  - d. Litigation or administrative procedure in which an insured may be involved as a party;

arising directly, indirectly, or in concurrence or in any sequence out of actual, alleged or threatened existence, ingestion, inhalation, absorption, discharge, dispersal, release or escape of "pollutants", "organic pathogens", "silica", asbestos, or lead, whether or not such actual, alleged or threatened existence, ingestion, inhalation, absorption, discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

In addition, this insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury", loss, cost or expense arising out of or related to any form of "pollutant", "organic pathogens", "silica", asbestos, or lead whether or not such actual, alleged or threatened existence, ingestion, inhalation, absorption,

discharge, dispersal, release or escape is intentional, or whether or not such injury, damage, devaluation, cost or expense is expected or intended from the standpoint of the Insured.

This exclusion applies even if the “pollutant”, “organic pathogen”, “silica”, asbestos, or lead has a function in, or is used by you in your business, operations, premises, site or location.

5. “Bodily injury” or “personal and advertising injury” arising out of:
  - a. Refusal to employ;
  - b. Termination of employment;
  - c. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions; or
  - d. Consequential “bodily injury” as a result of **a.**, **b.** or **c.** above.
  - e. Consequential “personal and advertising injury” to the spouse, child, parent brother or sister of that person at whom **a.**, **b.** or **c.** above is directed.

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

6. Any liability incurred by an Insured directly or indirectly resulting from, based upon, happening through, in consequence of, or in any way involving any actual or alleged:
  - 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, de jure or de facto, using military personnel or other agents;
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
  - d. “Terrorism”, including any action taken in hindering or defending against an actual or expected incident of “terrorism”

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

7. Any liability for punitive or exemplary damages. If a “suit” is brought against the Insured or persons insured hereunder and falls within the coverage provided by this policy, seeking both compensatory damages and punitive or exemplary damages, no coverage shall be provided by the policy for any cost, interest, costs of defense or “damages” attributable to punitive or exemplary damages.
8. This insurance does not apply to “damages” 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; or
  - b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
  - c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating, or distribution of material or information.
9. “Bodily injury”, “property damage”, or “personal and advertising injury” caused by an Insured covered by this policy against any other Insured.
10. Any “claim” for Uninsured Motorists or Underinsured Motorists coverage, Personal Injury Protection, Property Protection or similar no-fault coverage by whatever name called, unless this policy is endorsed to provide such coverage.
11. “Property damage” to premises rented to you.
12. Nuclear Energy Liability (Broad Form Exclusion) refer to policy jacket.
13. Any locations, premises, operations, or projects not covered by the “underlying insurance”.
14. “Bodily injury”, “property damage” or “personal and advertising injury” covered by a policy of insurance which provides lower limits of liability than are shown for that coverage in the Schedule of Underlying Insurance.
15. “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of any “claim” or “suit” in which the Insured or the Insured’s legal representative or any “underlying insurance” acting on behalf of the Insured has entered into a settlement or agreement with a claimant without our prior written consent.

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## **B. UNDER COVERAGE A – EXCESS LIABILITY INSURANCE (FOLLOWING FORM)**

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In addition to the Exclusions in Section A. above, this policy does not apply under Coverage A to:

1. Any "damage" not covered by the "underlying insurance".

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## **C. UNDER COVERAGE B – UMBRELLA LIABILITY INSURANCE**

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In addition to the Exclusions in Section A. above, this insurance does not apply under Coverage B to:

1. Any injury or "damage":
  - a. Covered under Coverage A; or
  - b. Which would have been covered under Coverage A but for the actual or alleged bankruptcy or insolvency of an underlying insurer or Insured; or
  - c. Which would have been covered but for the termination or cancellation of the "underlying insurance".
2. Any injury sustained by any person arising out of or resulting from alleged, threatened or actual abuse or molestation by:
  - a. Any insured;
  - b. Any "employee" of any insured;
  - c. Any person performing volunteer services for or on behalf of any insured or
  - d. Any other person.

We shall not have any duty to defend any suit against the Insured seeking damages on account of any such injury.

This exclusion applies to all injury sustained by any person, including emotional distress, arising out of abuse or molestation whether alleged, threatened or actual including but not limited to abuse or molestation arising out of your negligence or other wrongdoing with respect to:

1. a. Hiring, placement, employment, training, supervision or retention of a person for whom any insured is or ever was legally responsible; or
- b. Investigation or reporting any abuse or molestation to the proper authorities, or failure to so report or the failure to protect any person while that person was in the Insured's care, custody or control.

3. Any claim, demand or suit based on Assault and Battery, or out of any act or omission in

connection with the prevention or suppression of such acts, whether caused by or at the instigation or direction of the Insured, their "employees", patrons or any other person.

This exclusion applies to all injury sustained by any person, including emotional distress, arising out of assault and battery whether alleged, threatened or actual including but not limited to assault and battery arising out of your negligence or other wrongdoing with respect to:

2. a. Hiring, placement, employment, training, supervision or retention of a person for whom any insured is or ever was legally responsible; or
- b. Investigation or reporting any assault and battery to the proper authorities, or failure to so report or the failure to protect any person while that person was in the Insured's care, custody or control.

4. This insurance does not apply to "damages" arising out of the ownership, maintenance, use or entrustment to others of any "auto" owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies to all injury sustained by any person, including emotional distress, whether alleged, threatened or actual including but not limited to your negligence or other wrongdoing with respect to:

2. a. Hiring, placement, employment, training, supervision or retention of a person for whom any insured is or ever was legally responsible; or
- b. Investigation or reporting to the proper authorities, or failure to so report or the failure to protect any person while that person was in the Insured's care, custody or control.

5. Any liability arising out of the rendering of or failure to render professional services, or any error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of the Insured.

This exclusion applies to all injury sustained by any person, including emotional distress, whether alleged, threatened or actual including but not limited to your negligence or other wrongdoing with respect to:

- a. Hiring, placement, employment, training, supervision or retention of a person for whom any insured is or ever was legally responsible; or
- b. Investigation or reporting to the proper authorities, or failure to so report or the failure to protect any person while that person was in the Insured's care, custody or control.

6. "Bodily injury" and "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;
- c. The furnishing of alcoholic beverages to a person who is under the influence of alcohol;
- d. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;

This exclusion applies to all injury sustained by any person, including emotional distress, whether alleged, threatened or actual including but not limited to your negligence or other wrongdoing with respect to:

- a. Hiring, placement, employment, training, supervision or retention of a person for whom any insured is or ever was legally responsible; or
- b. Investigation or reporting to the proper authorities, or failure to so report or the failure to protect any person while that person was in the Insured's care, custody or control.

## VI. DEFINITIONS

1. "Abuse or molestation" means sexual or physical injury or abuse, including assault and battery and/or improper touching.

Multiple acts of "abuse or molestation" of one or more claimants committed by any one perpetrator shall be deemed to be one occurrence of "abuse or molestation" first occurring at the time of the earliest incident of "abuse or molestation".

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

3. "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 web sites, 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.

4. "Assault and battery" means unlawful touching or physical contact or the threat thereof, including negligent failure to suppress or prevent such acts.

5. "Auto" means

- a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged

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

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

- a. "Bodily injury" also includes bodily injury, sickness or disease caused by mental anguish or emotional distress.

7. "Claim" means a written demand for "damages" or services.
8. "Common Cause" means the act of selling, serving, or furnishing of any alcoholic beverages to any one person that results in "damages" sustained by one or more persons or organizations during this policy period.
9. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All other parts of the world if the injury or "damage" arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the Insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
10. "Damages" are all sums that the Insured is legally obligated to pay due to "bodily injury", "property damage", "personal and advertising injury" or a "professional incident" covered by this policy.
  - a. "Damages" includes interest that accumulates on a civil court judgment from the time the "suit" is brought until the court enters the final judgment.
  - b. "Damages" includes "defense expense" but only if included in the "underlying insurance".
  - c. "Damages" does not include fines, penalties, sanctions, taxes, or the multiplied portion of any damage award or other damages deemed uninsurable under the law pursuant to which the policy shall be construed.
11. "Defense expense" means payments allocated to a specific "claim" or "suit" for its investigation, settlement or defense, including:
  - a. Attorney fees and all other litigation expenses;
  - b. Up to \$250 for the cost of all bonds required because of traffic law violations arising out of the use of any vehicle to which the "bodily injury" liability coverage applies;

"Defense expense" does not include:

  - a. Salaries or expenses of our "employees" or "employees" of the Insured, other than that portion of our employed attorney's fees, salaries and expenses allocated to a specific "claim" or "suit";
  - b. Fees or expenses of the independent adjusters we hire;
  - c. The cost of bonds to appeal a judgment or award in any "suit" we defend;
  - d. Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment within **Section II. Defense Settlements**.
12. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
13. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
14. "Full and final settlement" means an agreement ending a dispute or "suit" resulting in settlement and release of all pending claims between the parties.
15. "Insured contract" means:
  - a. A contract for a 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;

16. "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".

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

- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- While it is in or on an aircraft, watercraft or "auto"; or
- While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

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

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

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

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

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle law are considered "autos".

19. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All "damages" that arise from exposure to the same general conditions are considered to arise out of one "occurrence".

20. "Organic pathogen" means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria, or virus, including but not limited to their byproduct such as mycotoxin, mildew, or biogenic aerosol.

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

- False arrest, detention or imprisonment;
- Malicious prosecution;
- The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- 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".

22. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, toxic materials, "volatile organic compound" and gases therefrom, radon, combustion byproducts and "waste".

"Volatile organic compound" means any compound which discharges organic gases as it decomposes or evaporates, examples of which include but are not limited to formaldehyde, pesticides, adhesives, construction materials made with organic chemicals, solvents, paint varnish and cleaning products.

"Waste" means any property intended to be disposed, recycled, reused, reconditioned or reclaimed.

23. "Products-completed operations":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - i. When all of the work called for in your contract has been completed.
    - ii. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - iii. 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;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products/completed operations are subject to the General Aggregate Limit.

24. "Professional incident" means any actual or alleged negligent act, error, or omission in the actual rendering of professional services to others in your capacity as an organization stated in the Business Description of this policy.

Any or all "professional incidents" arising from interrelated or a series of acts, errors or omissions shall be deemed to be one "professional incident" taking place at the time of the earliest "professional incident".

25. "Property damage" means:

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

For the purposes of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

26. "Silica" means silica in any form and any of its derivatives, including but not limited to silica dust, silicon dioxide, crystalline silica, quartz, or non-crystalline (amorphous) silica.

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

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

28. "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.

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

- a. That involve the following or preparation of the following:
  - (1) Use or threat of force or violence;
  - (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 to cause chaos among the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - (2) It is reasonable to believe the intent is to intimidate or coerce a government, or to seek revenge or retaliate, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

30. "Underlying insurance" means the insurance policies listed in the Schedule of Underlying Insurance, including any renewals or replacements thereof, which provide the identical underlying coverages and limits stated in the Schedule of Underlying Insurance. The limit of Underlying Insurance includes any deductible amount and any participation of the Insured above or beneath any such policy, less the amount, if any, by which the aggregate limit of such insurance has been reduced by payment of loss with respect to "bodily injury", "property damage", or "personal and advertising injury" taking place after the effective date of this policy. The coverage and limits of such policies shall be deemed to be applicable regardless of:

- a. Any defense which the underlying insurer may assert because of the Insured's failure to comply with any conditions of any such policy;
- b. The actual or alleged insolvency, financial impairment or bankruptcy of the underlying insurer of any Insured; or
- c. Cancellation or termination of the underlying policy.

31. "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.

32. "Your product":

- a. Means:
  - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - i. You;
    - ii. Others trading under your name; or
    - iii. A person or organization whose business or assets you have acquired; and
  - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

33. "Your work":

- a. Means:
  - (1) Work or operations performed by you or on your behalf; and
  - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:

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

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

## VII. CONDITIONS

### 1. Premium

- a. The advance premium stated in the Declarations is a deposit premium only, unless otherwise specified. Upon termination of this policy, the final premium shall be computed in accordance with the rate and minimum premium stated in the Declarations. If the final premium thus computed exceeds the advance premium paid, the first Named Insured shall pay the excess to us.
- b. The first Named Insured shall maintain adequate records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to us at the end of this policy period, as we may direct. Any minimum premium shown in the Declarations shall be fully earned and not subject to return upon audit of this insurance.

### 2. Inspection and Audit

- a. We shall be permitted but not obligated to inspect your property and operations at any time during the policy period. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule, regulation, or code.
- b. We may examine and audit your books and records at any time during the policy period and extensions thereof and up to three years after the final termination of this policy, insofar as they relate to the subject matter of this insurance.

### 3. Notice of Occurrence, Claim, Offense or Suit

As soon as practicable, you will notify us of any "occurrence", "claim", offense, or "suit" that has the potential to involve payment equal to or greater than twenty-five percent (25%) of the limits of liability of the "underlying insurance". Notice shall be given to us or our authorized representative in writing by you or your authorized representative. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the "occurrence", "claim", offense or "suit", the names

and addresses of the injured and of available witnesses.

### 4. Assistance and Cooperation of the Insured

- a. The Insured shall cooperate with us and shall comply with all terms and conditions of this policy and shall cooperate with the underlying insurers as required by the terms of the "underlying insurance" and comply with all the terms and conditions thereof.
- b. The Insured shall enforce any right of contribution or indemnity against any person or organization who may be liable to the Insured because of "bodily injury", "property damage" or "personal and advertising injury" with respect to which insurance is afforded under this policy or any of the "underlying insurance" policies.

### 5. Action Against Us

- a. No action shall lie against us unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined by a "full and final settlement".
- b. Once the conditions in 5.a. above have been satisfied, any person or organization or the legal representative thereof shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve us of any of our obligations hereunder.
- c. No person or organization shall have any right under this policy to join us as a party to any action against the Insured to determine the Insured's liability, nor shall the Insured's legal representative impede us.

### 6. Appeals

In the event the Insured or the Insured's underlying insurer elects not to appeal a judgment in excess of the "underlying insurance", we may elect to make such appeal, at our cost and expense, and shall be liable in addition to the applicable Limit of Insurance, for the taxable costs, disbursements and additional interest incidental to such appeal.

## 7. **Other Insurance**

The insurance afforded by this policy shall be excess insurance over all "underlying insurance" covering a loss covered by this policy whether or not valid and collectible. It shall also be excess insurance over all other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) that is available to the Insured, covering a loss also covered by this policy, not described in the Schedule of Underlying Insurance.

## 8. **Subrogation**

- a. In the event of any payment under this policy, we shall participate with the Insured and any underlying insurer in the exercise of all the Insured's rights of recovery against any person or organization liable therefore, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights.
- b. Recoveries shall be applied in the following order:
  - (1) To reimburse any interest (including the Insured's) that may have paid any amount with respect to liability in excess of our Limit of Insurance hereunder;
  - (2) To reimburse us up to the amount paid hereunder, along with any other insurers having a proportionate interest at the same level
  - (3) To reimburse such interests (including the Insured's) with respect to which this insurance is excess, as are entitled to claim the residue, if any.
- c. A different apportionment may be made to effect settlement of a "claim" by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

## 9. **Changes**

Notice to any person, or knowledge possessed by any person, shall not effect waiver or a change in any part of this policy, or stop us from asserting any rights under the terms of this policy with respect to any requirements as to "underlying insurance"; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by our authorized representative.

## 10. **Assignment**

- a. Assignment of interest under this policy shall not bind us until our consent is endorsed hereon; if however, you shall die, such insurance as is afforded by this policy shall apply
  - (1) To your legal representative, but only while acting within the scope of their duties as such; and
  - (2) With respect to your property, to the person having proper temporary custody thereof, as Insured, but only until the apportionment and qualification of the legal representative.

## 11. **Maintenance of Underlying Insurance**

- a. You agree to maintain all insurance policies affording in total the coverage and limits as stated in the Schedule of Underlying Insurance in full force and effect during this policy period except for reduction of aggregate limits where applicable, solely as a result of the payment of "damages" which occur during the policy period.
- b. Your failure to comply with **11a.** above will not invalidate this policy, however in the event underlying coverage and limits are not maintained as stated in the Schedule of Underlying Insurance, we shall be liable under this policy for "damages" and/or "defense expense" only to the extent that we would have been liable had you complied. You will be responsible for paying the amount of "damages" and/or "defense expense" that would have been paid had you maintained "underlying insurance" affording in total the coverage and limits as stated in the Schedule of Underlying Insurance.
- c. In the event of reduction or exhaustion of "underlying insurance" by punitive or exemplary damages, we shall be liable for "claims" or "suits" insured hereunder only to the extent that we would have been liable without reduction or exhaustion of the "underlying insurance" by punitive or exemplary damages.

## 12. **Sole Agent**

- a. The first Named Insured is authorized to act on behalf of all Insureds with respect to:
  - (1) Giving or receiving of notice of cancellation;
  - (2) Receiving unearned premium;
  - (3) Agreeing to any changes in the policy; and
  - (4) Being billed for additional premium.

**13. Cancellation**

- a. The first Named Insured may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason
- c. We will mail or deliver our notice to the first Named Insured at the most current mailing address scheduled in the Declarations of this policy or any subsequent endorsement.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro-rata. If the Insured or their authorized representative cancels, the refund will be based upon the customary short-rate basis. Any refund will be subject to all applicable minimum earned premiums. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

**14. Workers Compensation Agreement**

With respect to “bodily injury” to or death of any “executive officer” or other “employee” arising out of and in the course of employment by you, it is a condition to the recovery of any loss under this policy, and you represent and agree, you have not abrogated and will not abrogate your common-law defenses under any Workers Compensation Law by rejection of such law or otherwise. In the event you shall, at any time during the policy period, abrogate such defenses, such insurance as is afforded for “bodily injury” with respect to such “executive officer” or other “employee” shall automatically terminate at the same time.

**15. Bankruptcy or Insolvency**

In the event of the actual or alleged bankruptcy or insolvency of an underlying insurer, or of the Insured if the “underlying insurance” is comprised in whole or in part of self-insurance, it is agreed that this insurance shall apply only in excess of the required Limits of Insurance stated in the Schedule of Underlying Insurance and shall not take the place of such “underlying insurance” which is or becomes invalid, uncollectible or otherwise unavailable. The “underlying insurance” listed in the Schedule of Underlying Insurance will be deemed in effect and the risk of such bankruptcy or insolvency is retained by you and others, and not by us.

**16. Declarations**

By acceptance of this policy, the first Named Insured agrees that the statements in the Declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between the first Named Insured and us or any of our representatives relating to this insurance.

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA POLICY**

**EXCLUSION – UNMANNED AIRCRAFT**

- 1. V. EXCLUSIONS, A. UNDER COVERAGE A – EXCESS LIABILITY INSURANCE (FOLLOWING FORM) AND COVERAGE B – UMBRELLA LIABILITY INSURANCE** is amended to include:

**Unmanned Aircraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”. 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, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”.

- 2. VI. DEFINITIONS** is amended to include:

“Unmanned aircraft” means an aircraft that is not:

- Designed;
- Manufactured; or
- Modified after manufacture;  
to be controlled directly by a person from within or on the aircraft.

All other terms and conditions of this policy remain the same. This endorsement is a part of your policy. It takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA POLICY**

**COVERAGE A - EXCESS FOLLOWING FORM  
PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT**

This endorsement amends the Policy to which it is attached to provide excess following form coverage of the “Underlying Insurance” listed as Professional Liability on the Schedule of Underlying Insurance.

Words that appear in bold print used herein shall have the meaning assigned to such words in the “Underlying Insurance”, unless otherwise indicated.

Except as provided herein, this insurance shall follow the insuring agreement, exclusions, definitions, conditions and limitations of the “Underlying Insurance”.

1. Coverage shall only apply to any **Claim** first made against the **Insured** for **Wrongful Acts** or **Wrongful Employment Acts** arising solely out of an **Insured's** duties on behalf of the **Organization** committed prior to the expiration date of this Policy, provided that:
  - A. the **Claim** is first made during the **Policy Period**, or the Extended Reporting Period if applicable; and
  - B. written notice of said **Claim** is reported to the **Company** as soon as practicable, but in no event later than 60 days after the end of the Policy Period or after the expiration of the Extended Reporting Period, if applicable.
2. However, except as otherwise provided in the “Underlying Insurance” or any endorsements thereto, coverage shall not apply to any **Claim** based upon or arising out of any **Wrongful Act**, **Wrongful Employment Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the **Application** had knowledge, or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of:
  - A. the effective date of this Policy; or
  - B. the effective date of the first Policy of this type the **Company** has issued to the **Parent Organization**, provided that the **Company** has written continuous

coverage for the **Parent Organization** from such date to the effective date of this Policy.

3. Coverage shall also not apply to any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of or in any way involving: any pending or prior litigation, administrative or regulatory proceeding, claim, demand, arbitration, decree or judgment of which an **Insured** had written notice before the effective date of this Policy; or any fact, circumstance, event, situation, **Wrongful Act** or **Wrongful Employment Act** which before the effective date of this Policy was the subject of any notice to an **Insured** under any other similar policy of insurance; or any future **Claim(s)** or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged.

However, if this Policy is a renewal of a Policy or Policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the effective date of the first such other Policy to the effective date of this Policy, the effective date of this Policy will mean the effective date of the first Policy under which the **Company** first provided continuous coverage to an **Insured**.

V. EXCLUSIONS, Section C. UNDER COVERAGE B - UMBRELLA LIABILITY INSURANCE is amended to include the following:

7. **Defense Costs or Loss** or “defense expense” (as defined in this policy) or “damages” (as defined in this policy) that the **Insured** shall become legally obligated to pay because of **Claims** made against the **Insured** for **Wrongful Acts** or **Wrongful Employment Acts**.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA POLICY**

**COVERAGE A - EXCESS FOLLOWING FORM  
PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT**

**EXTENDED REPORTING PERIOD ENDORSEMENT**

This endorsement amends this Policy to include coverage for the Extended Reporting Period provided by the “Underlying Insurance” listed as Professional Liability on the Schedule of Underlying Insurance.

Words that appear in bold print used herein shall have the meaning assigned to such words in the “Underlying Insurance”, unless otherwise indicated.

1. This endorsement applies to this Policy only if the **Parent Organization** complies with all sections of I. Extended Reporting Period of the “Underlying Insurance”.
2. If this endorsement is applicable to this Policy:
  - a. The Extended Reporting Period for this Policy begins on the date coverage ends under the “Underlying Insurance”.
  - b. The duration of the Extended Reporting Period under this Policy will be concurrent with the Extended Reporting Period of the “Underlying Insurance”.
  - c. This endorsement extends the period of time for reporting a **Claim** under this Policy and shall have no effect on the Limits of Liability available under such “Underlying Insurance” or on the Limits of Insurance available under this Policy.
  - d. Coverage for **Claim(s)** first received and reported during the Extended Reporting Period for this Policy shall be excess over any other valid and collectible insurance providing coverage for the **Claim(s)**.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY**

**EXCLUSION OF WAR AND CERTIFIED ACTS OF TERRORISM**

It is hereby agreed that:

1. V. EXCLUSIONS, A. UNDER COVERAGE A – EXCESS LIABILITY INSURANCE (FOLLOWING FORM) AND COVERAGE B – UMBRELLA LIABILITY INSURANCE, Exclusion 6. is deleted and replaced in its entirety by the following:
  6. Any liability incurred by an Insured directly or indirectly resulting from, based upon, happening through, in consequence of, or in any way involving any actual or alleged:
    - 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, *de jure* or *de facto*, using military personnel or other agents;
    - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
    - d. “Certified acts of terrorism”, including any action taken in hindering or defending against an actual or expected incident involving “a certified act of terrorism” regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.
2. Application of Other Exclusions  
The terms and limitations of any terrorism exclusion, or the inapplicability or omission of any terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or policy, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.
3. The following is added to VI. DEFINITIONS,
  - a. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 (“The Act”). The Act sets forth the following criteria for a “certified act of terrorism”:
    - (1) The act resulted in insured losses in excess of \$5 million in the aggregate; 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.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA POLICY  
EXCESS LIABILITY POLICY**

**Expected or Intended Injury Exclusion**

This policy does not insure against loss or expense, including but not limited to the cost of defense, as a result of:

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

“Personal and advertising injury” caused by or at the direction of any insured with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”.

“Personal and advertising injury” arising out of a criminal act committed by or at the direction of any insured.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA POLICY  
EXCESS LIABILITY POLICY**

**NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)**

It is agreed that **COMMERCIAL UMBRELLA POLICY, V. EXCLUSIONS**, 12., and **EXCESS LIABILITY POLICY, V. EXCLUSIONS**, 13., are deleted in their entirety and replaced with the following:

Any liability:

- a. for "bodily injury" or "property damage":
  - (1) With respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
    - (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
    - (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- b. for "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material" if:
  - (1) The "nuclear material":
    - (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an Insured; or
    - (b) has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an Insured; or
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility" but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

- 1) "Hazardous properties" includes radioactive, toxic or explosive properties
- 2) "Nuclear facility" means:
  - (a) Any "nuclear reactor";
  - (b) Any equipment or device designed or used for:
    - (1) separating the isotopes of uranium or plutonium;
    - (2) processing or utilizing "spent fuel"; or
    - (3) handling, processing or packaging "waste"
  - (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium or Uranium 233 or any combination thereof, or more than two hundred fifty (250) grams of Uranium 235;
  - (d) Any structure, basin, excavation, premises or place prepared or used for the disposal of "waste" and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- 3) "Nuclear material" means "source material", "Special nuclear material" or "by-product material".
- 4) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; "property damage" includes all forms of radioactive contamination of property.
- 5) "Source material", "special nuclear material", and "by product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 6) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- 7) "Waste" means any waste material:
  - (a) containing "by-product material" other than the tailings or "wastes" produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
  - (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

# INSURANCE

# POLICY

## UNITED STATES LIABILITY INSURANCE GROUP

A STOCK COMPANY

A BERKSHIRE HATHAWAY COMPANY

1190 Devon Park Drive  
Wayne, PA 19087-2191  
888-523-5545 – USLI.COM

This policy jacket together with the policy declarations, coverage forms and endorsements, if any, complete this policy.

The enclosed declarations designates the issuing company.

## INSURANCE POLICY

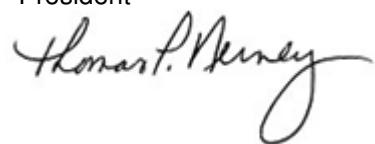
Read your policy carefully!

**In Witness Whereof**, the company has caused this Policy to be executed and attested. Where required by law, this Policy shall not be valid unless countersigned by a duly authorized representative of the company.

Secretary

Lauren Reiley

President

Thomas P. Kenney

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**  
**LIQUOR LIABILITY COVERAGE FORM**  
**BUSINESS OWNERS COVERAGE FORM**  
**COMMERCIAL UMBRELLA POLICY**  
**EXCESS LIABILITY POLICY**

### **Absolute Professional Liability Exclusion**

This policy does not insure against loss or expense, including but not limited to the cost of defense, arising out of or resulting from, directly or indirectly, the rendering of or failure to render professional services of any kind, or any error or omission, malpractice or mistake in the rendering of professional services of any kind, committed or alleged to have been committed by or on behalf of any insured.

This exclusion applies to all loss sustained by any person, including emotional distress, whether alleged, threatened or actual including but not limited to negligence or other wrongdoing with respect to:

- a. Hiring, placement, employment, training, supervision or retention of a person for whom any Insured is or ever was legally responsible; or
- b. Investigation or reporting to the proper authorities, or failure to so report; or
- c. The failure to protect any person while that person was in the Insured's care, custody or control.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA POLICY  
EXCESS LIABILITY POLICY**

**NORTH DAKOTA STATE AMENDATORY ENDORSEMENT**

To be attached to and form a part of all Commercial Umbrella and Excess Liability Policies written in the state of North Dakota.

It is hereby agreed that:

1. Section VII. CONDITIONS, Paragraph 13 is deleted and replaced in its entirety by the following:

**13. Cancellation**

**a. *Cancellation***

The first Named Insured may cancel this policy by mailing or delivering to us advance written notice of cancellation.

We may cancel this policy for any reason provided the policy has been in effect ninety (90) days or less. After this policy has been in effect for ninety (90) days, or after the effective date of renewal, this policy may be cancelled by us for only one of the following reasons:

- (1) nonpayment of premium;
- (2) material misrepresentation of fact in obtaining this policy, continuing this policy, or presenting a Claim under this policy;
- (3) if the first Named Insured does something that substantially increases or changes the risk insured.
- (4) if we tell the first Named Insured to eliminate certain conditions that increase the potential for loss, and those conditions are not eliminated
- (5) a substantial change in the risk assumed;
- (6) loss of our reinsurance covering all or a significant portion of this policy; or
- (7) the determination by the Commissioner that the continuation of this policy would place us in violation of the laws of North Dakota

We shall mail or deliver written notice of cancellation to the first Named Insured via first class mail at the principal address shown in the Declarations of this policy. We shall mail or deliver the notice, stating the reason(s) for cancellation, at least ten (10) days prior to the effective date of cancellation if the reason for cancellation is nonpayment of premium; or at least thirty (30) days prior to the effective date of cancellation for all other reasons.

The mailing of such notice shall be sufficient notice and the effective date of cancellation shall become the end of the policy period. Delivery of such notice shall be equivalent to mailing.

If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro-rata. If the first Named Insured cancels, the refund will be computed in accordance with the customary short-rate table and procedure.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**COMMERCIAL EXCESS LIABILITY  
COMMERCIAL UMBRELLA LIABILITY  
UNMANNED AIRCRAFT EXCLUSION**

**ADVISORY NOTICE TO POLICYHOLDERS**

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declaration page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsement attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your renewal policy being issued by us:

**CUP 549 – Exclusion – Unmanned Aircraft**

When this endorsement is attached to your policy, coverage is excluded with respect to injury or damage arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft. The attachment of this endorsement will result in a reduction in coverage to the extent that an exposure exists with respect to unmanned aircraft and that exposure is not excluded under the controlling underlying insurance. There is no impact on coverage if unmanned aircraft are excluded under the controlling underlying insurance and this endorsement is attached to the Policy.

## **NOTICE OF TERRORISM EXCLUSION**

You were notified that under the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 ("The Act"), that you had a right to purchase insurance coverage for losses arising out of acts of terrorism, as *defined in Section 102(1) of the Act*.

You opted not to purchase this coverage.

The War and/or Terrorism Exclusion that is a part of this policy is therefore in full force and effect.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA POLICY  
EXCESS LIABILITY POLICY**

**EXCLUSION – LIABILITY AS A RESULT OF OWNED AUTOS**

This insurance does not apply to any “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the maintenance, operation, use, loading or unloading of any “auto” owned by an insured as defined herein.

This exclusion shall have no effect on any endorsements, coverages, forms, exclusions or conditions as they apply to Non-Owned or Hired Auto Liability.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.