XL Insurance

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

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 Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions[1]. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, 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, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator. Other limitations on the premiums and payments also apply.

[1] "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

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FRAUD NOTICE

Alabama	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	**It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.**
District of Columbia	**WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

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New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	**General: All applications for commercial insurance, other than automobile insurance:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. **All applications for automobile insurance and all claim forms:** Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. **Fire:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	**WARNING**: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. **WARNING**: **All Workers Compensation Insurance**: Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: 1. obtaining any benefit or payment, 2. increasing any claim for benefit or payment, or 3. obtaining workers' compensation coverage under this act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.
Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. **Automobile Insurance:** Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to $15,000.

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Puerto Rico	**Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.**
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. **Workers' Compensation:** It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	**Workers' Compensation:** Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

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PRIVACY POLICY

The AXA XL insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

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- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

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Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

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NOTICE TO POLICYHOLDERS

ILLINOIS

This notice is to advise you if you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL:

1-800-622-7311
AXA XL
SEAVIEW HOUSE
70 SEAVIEW AVENUE
STAMFORD, CT 06902-6040

Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that, you may also take your matter up with the Illinois Department of Insurance at the following addresses:

Illinois Department of Insurance
Consumer Division
122 S. Michigan Ave., 19th Floor
Chicago, Illinois 60603

Illinois Department of Insurance
Consumer Division
320 West Washington Street
Springfield, Illinois 62767

http://insurance.illinois.gov/ 312-814-2420 or 217-782-4515

DISASTER RELATED COMPLAINTS

If you would like to file a complaint regarding any disaster-related dispute or issue with the Department you may call the toll-free complaint hotline at 1-866-445-5364 or file a complaint online at https://mc.insurance.illinois.gov/messagecenter.nsf.

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POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States —to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is 1% of Total Gross Premium, and does not include any charges for the portion of losses covered by the United States government under the Act.

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POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

According to Section 102(1) of the Terrorism Risk Insurance Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019; AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Terrorism Coverage Premium -- Refer to the Premium/Cost section of this quotation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PURCHASING GROUP CONVERSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERICAL EXCESS/UMBRELLA LIABILITY COVERAGE PART

As to coverage provided by an individual Certificate of Insurance:

I. The Master Policy Holder shown on the Master Policy is the Preferred Property Program, Inc., The "certificate holder" named on the "declarations" ("you"), shall mean the individual Named Insured Certificate Holder member of the Preferred Property Program, Inc., shown on each individual Certificate of Insurance.

2. The policy period shown on an individual Certificate of Insurance is the period that the insurance is in force for that individual Certificate Holder, regardless of the policy period of the Master Policy; provided however, that in no event shall the expiration date of the individual Certificate of Insurance be later than the expiration date of the Master Policy.

3. Any reference to 'policy number' in a Schedule, form or endorsement, shall mean the individual Certificate Number.

4. Limits of Insurance – applies to each Certificate of Insurance

5. The **HOW MUCH WE PAY** Section applies individually to each Certificate of Insurance.

6. Any Schedule, form or endorsement shown on an individual Certificate of Insurance or made part thereof, only applies to coverage under that Certificate of Insurance.

7. Any notices sent by "us" will be sent to the Master Policy Holder, including notice of cancellation or nonrenewal. The policy provisions are amended accordingly.

8. The **HOW MUCH WE PAY** Section is amended as follows with the addition of the following wording: With respect to Coverage E only, if a policy listed in the Schedule of Underlying Insurance contains aggregate limits, other than an aggregate limit applying to the Products-Completed Operations, the General Aggregate stated in Item 4(c) of the Certificate Holder Declarations will apply in the same manner as such other aggregate limits of each policy listed in the Schedule of Underlying Insurance.

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IN WITNESS

GREENWICH INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Joseph Tocco
President

Toni Ann Perkins
Secretary

IL MP 9104 0314 GIC

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Regulatory Office:
505 Eagleview Blvd. Suite 100
Dept.: Regulatory
Exton, PA 19341-1120
800-688-1840

COMPANY PROVIDING COVERAGE:
Greenwich Insurance Company

Commercial Excess/Umbrella Liability Certificate Holder Declarations

(If coverage listed in the schedule of underlying insurance of this policy applies on a claims-made basis, then this policy shall apply claims-made subject to the retroactive date stated in Item 5 of this declarations page.)

Certificate Number: PPP7444421
This Certificate Forms a Part of Master Policy Number: PPP744000007
Renewal of Certificate Number: PPP7444421
Renewal of Master Policy Number: PPP744000006

1. **Certificate Holder** Winston Towers No. 5 Association
   Address: c/o The Building Group
   1221 N. LaSalle St.
   City/State/Zip: Chicago, IL 60610
   Certificate Holder is: ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture
   Other (describe)

2. Certificate Period:

   From: 04/01/2020 To: 04/01/2021
   12:01 A.M. standard time at your mailing address shown above.

3. Certificate Premium: $ $2791.00

3a. Certificate Premium For Certified Acts of Terrorism: Included In Certificate Premium Above

3b. Surcharge: $ N/A

4. Limits of Insurance:
   (a) Each **Occurrence** $ 5,000,000
   (b) **Products Completed Work Hazard** Aggregate (Where applicable) $ 5,000,000
   (c) General Aggregate $ 5,000,000
   (d) Self-Insured Retention or Retained Limit $ 0 Occurrence

5. Retroactive Date Where applicable:
   As per Schedule of Underlying Insurance (applicable to **Claims Made** Coverages)

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Regulatory Office:
505 Eagleview Blvd. Suite 100
Dept.: Regulatory
Exton, PA 19341-1120
800-688-1840

COMPANY PROVIDING COVERAGE:
Greenwich Insurance Company

Commercial Excess Follow Form And Umbrella Liability Policy Certificate Holder Schedule Of Underlying Insurance

Effective Date Of This Schedule: 04/01/2020 **Attached To And Forming Part Of Certificate Number:** PPP7444421

UNDERLYING INSURER	TYPE OF COVERAGE	LIMITS OF LIABILITY
a. Name: Admiral Policy Number: 21-21786712 Term: 04/01/2020 to 04/01/2021	Commercial General Liability ☐ **Claims Made** ☒ **Occurrence**	$ 1,000,000 each **Occurrence** $ 2,000,000 General Aggregate (Other than **Products Completed Operations)** $ 2,000,000 **Product Completed Operations** Aggregate $ 1,000,000 **Personal** and **Advertising Injury**
b. Name: Travelers Policy Number: BA8M625812 Term: 04/01/2020 to 04/01/2021	Automobile Liability	1,000,000 Combined Single Limit OWNED AUTO W/HNOA O
c. Name: Employers Insurance Group Policy Number: EIG2472521 Term: 04/01/2020 to 04/01/2021	Employers' Liability	Coverage B – Employers' Liability Bodily Injury by Accident $ 500,000 each Accident Disease Bodily Injury by Disease $ 500,000 each Policy Bodily Injury by Disease $ 500,000 each Employee
d. Name: CNA Policy Number: 0251435089 Term: 04/01/2020 to 04/01/2021	Directors & Officers Liability ☒ **Claims Made** ☐ **Occurrence**	$ 1,000,000 each Occurrence $ 1,000,000 Aggregate

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UNDERLYING INSURER	TYPE OF COVERAGE	LIMITS OF LIABILITY
e. Name: Excluded Policy Number: Term: to	Stop Gap Employers' Liability	Bodily Injury by Accident $ _____ each Accident Disease Bodily Injury by Disease $ _____ Each Policy Bodily Injury by Disease $ _____ each Employee
f. Name: Policy Number: Term: To	☐ Claims Made ☐ Occurrence	$ _____ $ _____ $ _____

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FORMS SCHEDULE

POLICY NUMBER: PPP7444421

POLICY PERIOD: 4/1/2020 to 4/1/2021

NAMED INSURED: Winston Towers No. 5 Association

Name	Description
CoverPage	COVER PAGE
PN CW 05 0519	NOTICE TO POLICYHOLDERS U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
PN CW 01 0719	NOTICE TO POLICYHOLDERS FRAUD NOTICE
PN CW 02 0119	NOTICE TO POLICYHOLDERS PRIVACY POLICY
PN IL 02 1218	NOTICE TO POLICYHOLDERS - ILLINOIS NOTICE (COMPLAINT)
PN 161 01 15 T	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
PPP PN104 01 15 T	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
GXJU 408 0913	PURCHASING GROUP CONVERSION ENDORSEMENT
IL MP 9104 0314 GIC	IN WITNESS - GREENWICH INSURANCE COMPANY
GXJU 000 0119	COMMERCIAL EXCESS/UMBRELLA LIABILITY CERTIFICATE HOLDER DECLARATIONS
GXJU 300 0119	COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY CERTIFICATE HOLDER SCHEDULE OF UNDERLYING INSURANCE
XAI 300 10 06	FORMS SCHEDULE
CU 0001 09 10	COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE
CU 0114 11 17	AMENDATORY ENDORSEMENT ILLINOIS
CU 0317 09 10	DEFENSE COSTS REIMBURSEMENT COVERAGES E AND U ILLINOIS
CL 0678 07 11	CIVIL UNIONS AMENDMENT ILLINOIS
CL 0811 0918	CANNABIS ITEMS AND ACTIVITIES EXCLUSION
GXJU 301 0913	CERTIFICATE HOLDER AND LOCATIONS
GXJU 400 0913	CLAIM REPORTING PROVISIONS COVERAGES E AND U
GXJU 401 0913	COVERAGE X -- DISASTER EVENT RESPONSE EXPENSE
GXJU 404 0913	EMPLOYMENT PRACTICES LIABILITY FOLLOW FORM COVERAGE E
GXJU 600 0913	EXCLUSION – CONTAMINATED DRYWALL COVERAGES E AND U
GXJU 605 0913	EXCLUSION -- EARTH MOVEMENT COVERAGES E AND U
GXJU 606 0913	EXCLUSION – ERRORS AND OMISSIONS LIABILITY COVERAGE E
GXJU 609 0913	EXCLUSION – TOTAL POLLUTION WITH CERTAIN EXCEPTIONS COVERAGE E
CU 0702 09 10	EXCLUSION -- FUNGUS OR RELATED PERILS COVERAGES E AND U
CU 0403 09 14	EXCLUSION - DATA BREACH LIABILITY COVERAGES E AND U
GXJU 900 0115	TERRORISM SELF-INSURED RETENTION COVERAGE U
GXJU 613 0913	CONSTRUCTION AND PRODUCT EXCLUSION -INCLUDING CONSTRUCTION DEFECTS WITH LIMITED EXCEPTION
GXJU 409 0614	AMENDED DEFINITION PERSONAL AND ADVERTISING INJURY COVERAGES E AND U

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COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE

(THIS POLICY MAY INCLUDE CLAIMS-MADE COVERAGE)

The following Table of Contents shows how this policy is organized. It will help "you" locate particular sections of this form.

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A state-specific amendatory endorsement applies to this policy. Other endorsements and schedules may also apply. They are identified on the "declarations".

Refer to the Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks.

AGREEMENT

Subject to all the "terms" that apply, and in return for "your" payment of the required premium, "we" provide the coverages described in this policy.

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DEFINITIONS

1. "You" and "your" --

   a. "You" and "your" mean the person, persons, entity, or organization named as the insured on the "declarations".

   b. Except with respect to any applicable "terms" of this policy that address cancellation, nonrenewal, renewal, or premium, "you" and "your" also include any organization (other than a joint venture, partnership, or limited liability company) newly acquired or formed by the person, persons, entity, or organization named as the insured on the "declarations" and over which such person, persons, entity, or organization maintains ownership or a majority interest.

      However, "you" and "your" do not include any such organization:

      1) if there is other similar insurance available to it;
      2) after 90 days immediately following the acquisition or formation of the organization or the end of the policy period, whichever is earlier;
      3) with respect to "bodily injury" or "property damage" that occurred prior to the acquisition or formation of the organization; or
      4) with respect to "personal and advertising injury" arising out of an offense committed prior to the acquisition or formation of the organization.

2. The words "we", "us", and "our" mean the company providing this coverage.

3. "Advertisement" means a public notice or announcement, including but not limited to one found in electronic communication or on the Internet, offering "your" goods, products, or services:

   a. for sale, rent, lease, or other purpose to potential buyers, clients, customers, or patrons; or

   b. for promotion to and consideration by potential supporters.

   With respect to "advertisements" that appear on websites, only that part of a website that offers "your" goods, products, or services:

   a. for sale, rent, lease, or other purpose to potential buyers, clients, customers, or patrons; or

   b. for promotion to and consideration by potential supporters;

   is considered an "advertisement".

4. "Auto" means:

   a. a land motor vehicle, a trailer, or a semi-trailer which is designed for travel on public roads, including attached machinery and 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".

5. "Bodily injury" means bodily harm, sickness, or disease sustained by a person. "Bodily injury" includes death that results at any time from bodily harm, sickness, or disease.

   However, "bodily injury" does not include mental or emotional injury, suffering, or distress that does not result from physical injury, sickness, or disease.

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6. "Claims-made" means liability insurance coverage provisions that apply to a claim for injury or damage if:

   a. the claim is first made against an "insured" during the policy period or an extended reporting period; and

   b. the injury or damage occurs on or after the retroactive date shown on the declarations of the "claims-made" policy and prior to the termination of the policy period of that insurance.

7. "Coverage territory" --

   a. Under Coverage E -- Excess Liability, "coverage territory" means those countries, territories, possessions, international waters, airspace, and other parts of the world that fall within the coverage territory recognized by the applicable "underlying insurance".

   b. Under Coverage U -- Umbrella Liability, "coverage territory" means the world except for any foreign country, nation, or jurisdiction upon which the United States of America has imposed an embargo or other economic sanctions.

8. "Covered contract" --

   a. "Covered contract" means:

      1) a lease of premises;
      2) an easement or license agreement.

         However, this does not include an agreement in connection with any construction or demolition operation within 50 feet of a railroad;

      3) a responsibility to indemnify a municipality if required by an ordinance.

         However, this does not apply in connection with work done for the municipality;

      4) a sidetrack agreement;
      5) an elevator maintenance agreement; or
      6) any part of any other contract or agreement relating to the conduct of "your" business (including an indemnification of a municipality in connection with work done for the municipality) under which "you" assume the tort liability of another person or organization to pay "damages" because of "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   b. However, "covered contract" does 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 railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass, or crossing;
      2) that indemnifies any person or organization for damage by fire to premises rented or loaned to "you";
      3) that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

         a) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; or
         b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

      4) under which the "insured", if an architect, engineer, or surveyor, assumes liability for injury or damage arising out of the "insured's" rendering or failing to render professional services, including those listed in 3)a) above, and supervisory, inspection, or engineering services.

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9. "Damages" means compensation in the form of money for a person or organization who claims to have suffered an injury.

10. "Data records" means files, documents, and information in an electronic format that are stored on instruments used with computer hardware, networks, or other computer programs and applications, including those used with electronically controlled equipment.

11. "Declarations" are all pages labeled "declarations", supplemental declarations, or schedules, which pertain to this policy.

12. "Designated insured" means:

    a. all individuals listed in b.1), b.2), b.3), b.4), and b.5) of the definition of "insured"; and

    b. any "employee" who is authorized to give or receive notice of an "occurrence" or a claim.

13. "Employee" includes a "leased worker".

    However, "employee" does not include a "temporary worker".

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

15. "Impaired property" means tangible property other than "products" or "your work":

    a. that is less useful or no longer useable because:

        1) it includes "products" or "your work" that is, or is believed to be, deficient or dangerous; or
        2) "you" failed to carry out the terms of a contract or agreement; and

    b. which can be restored to use by:

        1) the repair, replacement, adjustment, or removal of "products" or "your work"; or
        2) "your" fulfilling the terms of the contract or agreement.

16. "Indemnitee" means a person or organization for whom an "insured" has assumed liability for "damages" due to "bodily injury" or "property damage" under a "covered contract".

17. "Insured" --

    a. Under Coverage E -- Excess Liability, "insured" means:

        1) "you"; and
        2) persons or organizations included as "insureds" or additional insureds in "underlying insurance".

        However, such persons or organizations are "insureds" under the "terms" of this policy only to the extent that they are covered by "underlying insurance".

    b. Under Coverage U -- Umbrella Liability, "insured" means:

        1) "you" and "your" spouse, but only with respect to the conduct of a business of which "you" are the sole owner, if "you" are shown on the "declarations" as an individual;
        2) "you" and "your" partners or members and their spouses, but only with respect to the conduct of "your" business, if "you" are shown on the "declarations" as a partnership or joint venture;
        3) "you" and "your" members, but only with respect to the conduct of "your" business, if "you" are shown on the "declarations" as a limited liability company. "Your" managers are also "insureds", but only with respect to their duties as managers;
        4) "you" and "your" trustees, but only while acting within the scope of their duties as trustees, if "you" are shown on the "declarations" as a trust; or

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5) "you" and "your" "executive officers" and directors, but only while acting within the scope of their duties as "executive officers" or directors, if "you" are shown on the "declarations" as an organization other than a partnership, joint venture, or limited liability company. "Insured" also includes "your" stockholders, but only for their liability as stockholders.

c. Under Coverage U, "insured" also means:

1) any person or organization, except "your" "employee" or "volunteer worker", while acting as "your" real estate manager;
2) if "you" die during the policy period, "your" legal representative while acting within the scope of such duties, or a person or organization who has temporary custody of "your" property with respect to liability arising out of the maintenance or use of that property until "your" legal representative is appointed. "Your" legal representative has all of "your" rights and duties under this coverage; and
3) "your" "employees" for acts within the scope of their employment by "you", and "your" "employees" and "volunteer workers" while in the course of performing duties related to the conduct of "your" business.

However, this does not include "your" managers if "you" are a limited liability company or "your" "executive officers" if "you" are an organization other than a partnership, joint venture, or limited liability company.

None of these "employees" or "volunteer workers" are "insureds" for:

a) "bodily injury" or "personal and advertising injury":

(1) to "you", to "your" partners or members (if "you" are a partnership or joint venture), to "your" members (if "you" are a limited liability company), to fellow "employees" while in the course of employment or while 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;
(2) to a spouse, child, parent, brother, or sister of that injured fellow "employee" or "volunteer worker" as described in a)(1) above; or
(3) for which there is an obligation to fully or partially reimburse a third party for "damages" arising out of injury described in a)(1) or a)(2) above; or

b) "property damage" to property owned by; occupied by; used by; rented to; loaned to; in the care, custody, or control of; or over which physical control is being applied by "you", "your" "employees", "your" "volunteer workers", any of "your" partners or members (if "you" are a joint venture or a partnership), or any of "your" members (if "you" are a limited liability company).

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

18. "Leased worker" means a person whom "you" lease from a labor leasing firm under a contract or agreement to perform duties related to the conduct of "your" business.

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However, "leased worker" does not include a "temporary worker".

19. "Limit" means the amount of coverage that applies.

20. "Loading or unloading" --

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

        1) starting after it is removed from the point where it has been accepted for transit by "auto", aircraft, or watercraft;
        2) continuing while it is in or on such vehicle; and
        3) ending when it has been removed from the vehicle to the point of final delivery.

    b. "Loading or unloading" includes the movement of property by a mechanical device, but only if the mechanical device is:

        1) a hand truck; or
        2) attached to the transporting vehicle.

21. "Mobile equipment" --

    a. "Mobile equipment" means land vehicles, including attached machinery or equipment, that meet one or more of the following criteria:

        1) those which are used only on premises (including adjoining ways) owned by or rented to "you";
        2) those which are designed primarily for use off public roads, including bulldozers, farm machinery, and forklifts;
        3) those which travel on crawler treads;
        4) those, whether self-propelled or not, designed or used primarily to afford mobility to the following types of equipment, which must be a part of or be permanently attached to such vehicle:

            a) power cranes, shovels, loaders, diggers, or drills; and
            b) graders, scrapers, rollers, and other road construction or repair equipment;

        5) those not described in a.1), a.2), a.3), or a.4) above which are not self-propelled, but are used primarily to afford mobility to the following types of permanently attached equipment:

            a) air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment);
            b) geophysical exploration, lighting, and well servicing equipment; and
            c) cherry pickers and similar devices used to raise and lower workers; or

        6) those not described in a.1), a.2), a.3), or a.4) above which are primarily maintained for other than the purpose of transporting persons or cargo.

    b. However, "mobile equipment" does not include self-propelled vehicles with the following types of permanently attached equipment:

        1) equipment designed primarily for snow removal, street cleaning, or road maintenance other than road construction or resurfacing;
        2) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
        3) air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment); or
        4) geophysical exploration, lighting, and well servicing equipment.

        The vehicles described in b. above are considered "autos".

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However, "mobile equipment" does not include 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 insurance law are considered "autos".

22. "Occurrence" means an accident and includes continuous or repeated exposures to similar conditions.

23. "Personal and advertising injury" means injury, including "bodily injury" that is a consequence thereof, arising out of one or more of the following offenses:

    a. oral or written publication, including electronic publication, of material that:

        1) slanders or libels a person or organization;
        2) disparages a person's or organization's goods, products, or services; or
        3) violates a person's right of privacy;

    b. false arrest, detention, or imprisonment;

    c. malicious prosecution;

    d. misappropriation of advertising ideas in "your" "advertisement";

    e. infringement of the copyright, slogan, or trade-dress of another in "your" "advertisement"; or

    f. wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies. This offense must be committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.

24. "Pollutant" means:

    a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, reconditioned, or disposed of; or

    b. electrical, magnetic, or electromagnetic particles and fields, whether visible or invisible, and sound.

25. "Products" --

    a. "Products" means goods or products manufactured, sold, handled, distributed, or disposed of by "you", others trading under "your" name, or a person or organization whose business assets "you" have acquired.

    b. "Products" includes:

        1) warranties or representations made at any time regarding the quality, fitness, durability, performance, or use of "products";
        2) containers (other than vehicles), materials, parts, or equipment furnished in connection with such "products"; and
        3) providing or failing to provide warnings or instructions.

    c. However, "products" does not include:

        1) vending machines or other property that is rented to or placed for the use of others, but not sold; or
        2) real property.

26. "Products/completed work hazard" --

    a. "Products hazard" includes "bodily injury" or "property damage" occurring away from premises "you" own or rent and arising out of "products" after physical possession of the "products" has been relinquished to others.

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b. "Completed work hazard" includes "bodily injury" or "property damage" occurring away from premises "you" own or rent and arising out of "your work".

However, it does not include work that has not been completed or that has not been abandoned.

"Your work" is deemed completed at the earliest of the following times:

1) when all work specified in "your" contract has been completed;
2) when all work to be done at a job site has been completed if "your" contract includes work at more than one job site; or
3) when that part of the work 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 which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is otherwise complete, will be deemed completed.

c. However, neither the "products hazard" nor the "completed work hazard" includes "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 by or operated by "you", and that condition was created by any "insured's" "loading or unloading" of the vehicle;
2) the presence of tools, uninstalled equipment, or abandoned or unused materials; or
3) "products" or operations for which the classification on the declarations of a policy of "underlying insurance" specifies "including Products/Completed Work".

27. "Property damage" --

a. "Property damage" means:

1) physical injury to or destruction of tangible property, including loss of use of that property. Loss of use is deemed to occur at the time of the physical injury that caused it; or
2) the loss of use of tangible property that has not been physically damaged. Loss of use is deemed to occur at the time of the "occurrence" that caused it.

Except with respect to coverage provided for "autos" under Coverage E, "data records" are not tangible property.

b. With respect to the ownership, maintenance, or use of "autos" covered under Coverage E, "property damage" also includes any loss, cost, or expense arising out of any:

1) request, demand, order, statute, or regulation requiring that any "insured" or others test for, abate, 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 any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

28. "Recreational vehicle" means a golf cart, snowmobile, or any other land motor vehicle designed for off-road recreational use.

29. "Self-insured retention" means the dollar amount shown on the "declarations" that will be first paid by the "insured" before this insurance becomes applicable.

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30. "Silica" means silicon dioxide (SiO_2) including:

    a. crystalline silica, silica dust, industrial sand, silica sand, quartz, quartz dust, cristobalite, tridymite, tripoli, and silica mixed with other compounds;

    b. amorphous silica and silica gel; and

    c. silica dust mixed with other dust particles.

31. "Suit" means a civil proceeding or an administrative proceeding alleging "damages" for "bodily injury", "property damage", "personal and advertising injury", or any other injury or damage to which this policy applies. "Suit" includes any alternative dispute resolution proceeding or arbitration proceeding to which:

    a. any "insured" must submit in compliance with a law or regulation; or

    b. any "insured" submits with "our" consent or the consent of the "underlying insurer".

32. "Temporary worker" means a person who is furnished to "you":

    a. as a temporary substitute for a permanent "employee" who is on a leave of absence; or

    b. to meet seasonal or short-term workloads.

33. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply to this Commercial Excess/Umbrella Liability Coverage.

34. "Underlying insurance" means the liability insurance coverage provided under policies shown in the Schedule of Underlying Insurance on the "declarations" for the "limits" and policy periods indicated. This includes any policies issued to replace those policies during the term of this insurance that:

    a. provide at least the same "limits"; and

    b. provide the same hazards insured against, except as modified by general program revisions or as agreed to by "us" in writing.

35. "Underlying insurer" means any insurer that provides a policy of "underlying insurance".

36. "Volunteer worker" means a person who is not "your" "employee", donates his or her time or services, and who:

    a. acts at "your" direction and within the scope of duties "you" determine; and

    b. is not paid a fee, salary, or other compensation for his or her time or services, other than reimbursement of out-of-pocket expenses.

    However, "volunteer worker" does not include a "leased worker" or a "temporary worker".

37. "Your work" --

    a. "Your work" means:

        1) work or operations performed by "you" or on "your" behalf; and
        2) materials, parts, and equipment supplied for such work or operations.

    b. "Your work" includes:

        1) written warranties or representations made at any time regarding quality, fitness, durability, performance, or use of "your work"; and
        2) providing or failing to provide warnings or instructions.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

COVERAGE E -- EXCESS LIABILITY

1. Insuring Agreement

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a. "We" will pay on behalf of the "insured" those sums in excess of "underlying insurance" for which an "insured" becomes legally obligated to pay as "damages" to which this insurance applies.

   "We" have the right and duty to defend the "insured" against a "suit" seeking "damages" which may be covered under Coverage E -- Excess Liability, when the "limits" of "underlying insurance" are exhausted by the payment of claims, settlements, judgments, and/or defense costs if the applicable "limit" of "underlying insurance" is reduced by the payment of defense costs.

   If "we" have no duty to defend, "we" have the right to defend or the right to participate with the "insured" or any "underlying insurer" in the defense, investigation, and settlement of "suits" against the "insured" seeking "damages" to which this insurance may apply. However, "we" have no duty to defend the "insured" against a "suit" seeking "damages" to which this policy does not apply.

   At "our" option, "we" may investigate any "occurrence" or offense to which this insurance applies and settle the resulting claims or "suits" for which "we" have the duty to defend.

b. The amount "we" will pay for "damages" and/or defense costs is limited as described under How Much We Pay.

c. "We" do not have to provide a defense after "we" have paid an amount equal to the applicable "limit" as the result of:

   1) judgments or written settlements agreed to by "us"; and/or
   2) defense costs, but only if the applicable "limit" of "underlying insurance" is reduced by the payment of defense costs.

   "We" have no other liability or obligation to pay sums or to provide assistance or support unless specifically provided for under Supplemental Payments.

d. This insurance applies only to:

   1) "bodily injury" or "property damage" that:

      a) is caused by an "occurrence" that takes place in the "coverage territory";
      b) occurs during the policy period of this policy; and
      c) is covered by "underlying insurance" or that would have been covered by "underlying insurance" but for the exhaustion of "underlying insurance" "limits" by the payment of claims, settlements, judgments, and/or defense costs;

   2) "personal and advertising injury" that:

      a) arises out of an offense committed in the course of "your" business if the offense is committed:

         (1) within the "coverage territory"; and
         (2) during the policy period of this policy; and

      b) is covered by "underlying insurance" or that would have been covered by "underlying insurance" but for the exhaustion of "underlying insurance" "limits" by the payment of claims, settlements, or judgments; and

   3) any other injury or damage that:

      a) arises out of a negligent act, error, omission, injury, event, incident, or offense; and

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b) is covered by "underlying insurance" or that would have been covered by "underlying insurance" but for the exhaustion of "underlying insurance" "limits" by the payment of claims, settlements, judgments, and/or defense costs;

subject to the following additional requirements:

a) if the "underlying insurance" applies on other than a "claims-made" basis, the negligent act, error, omission, injury, event, incident, or offense must take place:

(1) within the "coverage territory"; and
(2) during the policy period of this policy;

b) if the "underlying insurance" applies on a "claims-made" basis, the negligent act, error, omission, injury, event, incident, or offense must take place:

(1) within the "coverage territory"; and
(2) on or after the Retroactive Date, if any, shown on the "declarations" of this policy and prior to the end of the policy period of this policy; and

c) with respect to "underlying insurance" that applies on a "claims-made" basis, the claim must be first made against an "insured" within the policy period of this policy or within an Extended Reporting Period provided by this policy as described under 1.e. below. A claim will be deemed to have been first made when one of the following occurs:

(1) notice of such claim is received and recorded by an "insured", by an "underlying insurer", or by "us" if the "limits" of "underlying insurance" have been exhausted, whichever occurs first, if the "underlying insurance" is written on a "claims-made" and recorded basis; or
(2) notice of such claim is received by any "insured", and is reported to "us" in writing, if the "underlying insurance" is written on any other "claims-made" basis.

All claims for "damages" because of injury to the same person or organization will be treated as if they were made at the time the first claim is made against any "insured", regardless of the number of claims submitted.

e. Extended Reporting Periods

1) If "underlying insurance" written on a "claims-made" basis, as described under 1.d.3)b) and 1.d.3)c) above, provides one or more Extended Reporting Periods without additional premium charge, then Coverage E -- Excess Liability will also provide corresponding Extended Reporting Periods that are subject to the same terms as such Extended Reporting Periods of the "underlying insurance". The coverage provided by the Extended Reporting Periods of Coverage E -- Excess Liability will be excess over the coverage provided by such extended reporting periods of the "underlying insurance".

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If "underlying insurance" requires a written request from "you" for an Extended Reporting Period to be provided by endorsement and for an additional charge, then for a corresponding Extended Reporting Period to apply under this policy, "we" must also receive a written request from "you" within the same period of time as specified by "underlying insurance", and "you" must pay any additional premium to "us" when due.

2) If "underlying insurance" written on a "claims-made" basis, as described under 1.d.3)b) and 1.d.3)c) above, does not provide an Extended Reporting Period, "you" may purchase an Extended Reporting Period of Coverage E -- Excess Liability if:

   a) "you" elect to cancel or not renew this Commercial Excess/Umbrella Liability Coverage;
   b) "we" cancel this Commercial Excess/Umbrella Liability Coverage for any reason other than "your" nonpayment of premium;
   c) "we" elect not to renew this Commercial Excess/Umbrella Liability Coverage;
   d) "we" renew or replace this Commercial Excess/Umbrella Liability Coverage with other excess coverage that:

      (1) provides "claims-made" coverage; and
      (2) has a Retroactive Date later than the one shown on the "declarations" of this Commercial Excess/Umbrella Liability policy; or

   e) "we" renew or replace this Commercial Excess/Umbrella Liability Coverage with other excess insurance that does not provide coverage on a "claims-made" basis.

3) The following additional provisions apply with respect to any Extended Reporting Periods provided under Coverage E -- Excess Liability:

   a) The Extended Reporting Period applies to claims for injury that take place on or after the Retroactive Date, if any, shown on the "declarations" of this policy and before the end of this policy period.
   b) The Extended Reporting Period of this policy does not change the policy period of this policy or alter the scope of coverage.
   c) Extended Reporting Periods may not be canceled once in effect.
   d) Except with respect to an Extended Reporting Period provided by endorsement for an additional premium charge, Extended Reporting Periods will not reinstate or increase the "limits" of insurance applicable to any claim to which this Commercial Excess/Umbrella Liability Coverage applies.

4) The Extended Reporting Period described under 1.e.2) above is available by endorsement, for an additional charge. The charge for the Extended Reporting Period will not exceed 200% of the annual premium charge for the "claims-made" coverage provided by this Commercial Excess/Umbrella Liability Coverage. In order to purchase the Extended Reporting Period, "you" must send "us" a written request for this coverage option not later than 30 days after the end of the policy period, or not later than 30 days after the effective date of cancellation, whichever comes first.

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The Extended Reporting Period will not go into effect unless the additional premium is paid by the due date. Once the additional premium due for the Extended Reporting Period has been paid, the premium will be considered to be fully earned.

5) The Extended Reporting Period described under 1.e.2) above starts at the end of the policy period and lasts for three years, unless a different number of years is indicated on the Extended Reporting Period Endorsement Schedule. It applies only to claims subject to the following requirements:

   a) the act, error, omission, injury, event, incident, or offense took place in the "coverage territory";
   b) the act, error, omission, injury, event, incident, or offense began on or after any Retroactive Date shown in the "declarations" and before the end of the policy period that applies to this coverage; and
   c) a claim is first made against an "insured" during the Extended Reporting Period.

6) The Extended Reporting Period described under 1.e.2) above is subject to a separate aggregate "limit" of insurance, equal in amount to the General Aggregate Limit dollar amount shown in the "declarations". The Extended Reporting Period Aggregate Limit applies to the entire term of the Extended Reporting Period, regardless of the number of years the Extended Reporting Period is in effect.

f. "Damages" due to "bodily injury" include "damages" claimed by any person or organization for care, loss of services, or death that may result at any time from such "bodily injury".

g. If a contract or agreement requires that coverage be provided to an "insured" who is an additional insured covered by "underlying insurance", the most "we" will pay on behalf of the additional insured is the "limit" required by the contract or agreement, less any amounts payable by any "underlying insurance".

h. When injury or damage arising out of an exposure covered by "underlying insurance" is subject to a separate "limit" under the terms of that coverage, this Commercial Excess/Umbrella Liability Coverage will apply to injury or damage arising out of that exposure only if the separate "limit" is shown in the Schedule of Underlying Insurance.

i. The terms, definitions, conditions, and exclusions of the policies of "underlying insurance" govern the coverage provided under Coverage E -- Excess Liability, except for provisions pertaining to premium, right of recovery, cancellation or nonrenewal, insurance under more than one policy, defense, "limits", any agreement to renew, and the "terms" of this coverage.

2. Exclusions

   "We" do not pay for:

   a. injury or damage that is not covered by "underlying insurance" for any reason other than exhaustion of its "limit".

   b. a claim based on violation of the responsibilities, obligations, or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974 as amended and any similar federal, state, or local laws, statutes, or regulations.

   c. "bodily injury" if benefits are provided or are required to be provided by the "insured" under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.

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d. "bodily injury" sustained by an "employee" of the "insured" arising out of and in the course of employment as a master or member of the crew of any vessel.

e. liability imposed by automobile no-fault laws or any similar laws; uninsured motorist or underinsured motorist laws; first party physical damage coverage; personal injury protection; or automobile medical payments coverage.

f. "bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants".

However, this exclusion does not apply to "bodily injury" or "property damage" that is covered by "underlying insurance" or that would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

g. "personal and advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" at any time.

h. any loss, cost, or expense arising out of any:

1) request, demand, order, statute, or regulation requiring that any "insured" or others test for, abate, 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 any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

However, this exclusion does not apply to any loss, cost, or expense that is covered by "underlying insurance" or that would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

i. "bodily injury" or "property damage" arising out of the use of "autos", "mobile equipment", watercraft, aircraft, or "recreational vehicles" in, or in the practice for, or the preparation for, prearranged professional or organized racing, speed, pulling or pushing, demolition, or stunt activities or contests.

j. "bodily injury", "property damage", "personal and advertising injury", or any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising directly or indirectly out of violations of or alleged violations of:

1) the Telephone Consumer Protection Act (TCPA), including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
2) the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
3) the Fair Credit Reporting Act (FCRA), including any amendments thereto, such as the Fair and Accurate Credit Transaction Act (FACTA), and any similar federal, state, or local laws, ordinances, statutes, or regulations; or
4) any other federal, state, or local law, regulation, statute, or ordinance that restricts, prohibits, or otherwise pertains to the collecting, communicating, recording, printing, transmitting, sending, disposal, or distribution of material or information.

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k. "bodily injury" or "personal and advertising injury":

1) to a person arising out of any:

a) refusal to employ that person;
b) termination of employment of that person; or
c) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards that person; or

2) to a spouse, child, parent, brother, or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person as a result of employment-related practices described in 1)a), 1)b), or 1)c) above.

This exclusion applies whether the injury as a result of 1)a), 1)b), or 1)c) above occurs before, during, or after employment of that person.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for "damages" arising out of 1)a), 1)b), 1)c), or 2) above.

l. "bodily injury", "property damage", or "personal and advertising injury" caused directly or indirectly by the following:

1) war, including undeclared or civil war;
2) warlike action by a military force, including action that is hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. any loss, cost, expense, or "damages" arising out of damage to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

However, this exclusion does not apply if such loss, cost, expense, or "damages" is covered by "underlying insurance" or would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

n. any of the following:

1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of lead;
2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of lead;
3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of lead;
4) any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of lead;
5) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead; or

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6) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of lead.

o. any of the following:

1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of "silica";
2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of "silica";
3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of "silica";
4) any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of "silica";
5) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "silica"; or
6) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "silica".

p. any of the following:

1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of asbestos, asbestos products, asbestos fibers, or asbestos dust;
2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
4) any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
5) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust; or
6) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust.

q. medical payments coverage or medical expenses that are provided regardless of fault, whether or not covered by "underlying insurance".

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COVERAGE U -- UMBRELLA LIABILITY

1. Insuring Agreement

   a. "We" will pay on behalf of the "insured" those sums in excess of:

      1) the "self-insured retention"; or
      2) other insurance, excluding insurance specifically purchased by the "insured" to apply in excess of the insurance afforded by this policy, which is available to the "insured" and provides coverage with respect to injury or damage to which this policy applies;

      whichever is applicable, for which an "insured" becomes legally obligated to pay as "damages" because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies.

      "We" have the right and duty to defend the "insured" against a "suit" seeking "damages" for such "bodily injury", "property damage", or "personal and advertising injury" which may be covered under Coverage U -- Umbrella Liability.

      If "we" have no duty to defend, "we" have the right to defend or the right to participate with the "insured" in the defense, investigation, and settlement of "suits" against the "insured" seeking "damages" to which this insurance may apply.

      However, "we" have no duty to defend the "insured" against a "suit" seeking "damages" to which this policy does not apply.

      At "our" option, "we" may investigate any "occurrence" or offense to which this insurance applies and settle the resulting claims or "suits" which "we" have the duty to defend.

   b. The amount "we" will pay for "damages" is limited as described under How Much We Pay.

   c. "We" do not have to provide a defense after "we" have paid an amount equal to the applicable "limit" as the result of:

      1) judgments; or
      2) written settlements agreed to by "us".

   "We" have no other liability or obligation to pay sums or to provide assistance or support unless specifically provided for under Supplemental Payments.

   d. This insurance applies only to "bodily injury" or "property damage" that:

      1) is caused by an "occurrence" that takes place in the "coverage territory";
      2) occurs during the policy period of this policy; and
      3) is not a continuation of, resumption of, or change in "bodily injury" or "property damage" that was known by a "designated insured" prior to the inception date of the policy period.

         If a "designated insured" knew, as stated under the Knowledge Of Bodily Injury Or Property Damage Condition, prior to the inception date of this policy period, that "bodily injury" or "property damage" had occurred, any continuation of, resumption of, or change in such "bodily injury" or "property damage" will be deemed to have been known by the "designated insured" prior to the inception date of this policy period.

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"Bodily injury" or "property damage" that occurs during this policy period and which is not a continuation of, resumption of, or change in "bodily injury" or "property damage" which was known by a "designated insured", as stated under the Knowledge Of Bodily Injury Or Property Damage Condition, to have occurred prior to the inception date of this policy period, will include any continuation of, resumption of, or change in such "bodily injury" or "property damage" after the end of this policy period.

e. This insurance also applies to "personal and advertising injury" arising out of an offense committed in the course of "your" business, if the offense is committed:

1) within the "coverage territory"; and
2) during the policy period of this policy.

f. "Damages" due to "bodily injury" include "damages" claimed by any person or organization for care, loss of services, or death that may result at any time from such "bodily injury".

g. Coverage U does not apply to claims which are covered under Coverage E or would have been covered except for exhaustion of "underlying insurance" "limits".

2. Exclusions

"We" do not pay for:

a. "bodily injury" or "property damage":

1) that is expected by, directed by, or intended by the "insured"; or
2) which is the result of intentional and malicious acts of the "insured".

However, this exclusion does not apply to "bodily injury" that arises out of the use of reasonable force to protect people or property.

b. "bodily injury" or "property damage" liability which is assumed by the "insured" under a contract or an agreement.

However, this exclusion does not apply to:

1) liability for "damages" that the "insured" would have had in the absence of the contract or agreement; or
2) liability for "damages" due to "bodily injury" or "property damage" assumed in a "covered contract", but only if such "bodily injury" or "property damage" occurs after the contract or agreement has been executed.

Only with respect to liability assumed in a "covered contract", "damages" due to "bodily injury" or "property damage" include reasonable attorney fees and necessary litigation costs incurred by or for an "indemnitee", if:

a) liability to that "indemnitee" for, or for the cost of, that "indemnitee's" defense has also been assumed under the same "covered contract"; and
b) such attorney fees and litigation costs are for the defense of that "indemnitee" against a civil or administrative proceeding, alternative dispute resolution, or arbitration proceeding alleging "damages" to which this insurance applies.

However, "damages" due to "bodily injury" or "property damage" do not include reasonable attorney fees and necessary litigation costs incurred by or for an "indemnitee" when all the requirements set forth under item 4.b. of Supplemental Payments are met.

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c. a claim based on violation of the responsibilities, obligations, or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974 as amended and any similar federal, state, or local laws, statutes, or regulations.

d. "bodily injury" if benefits are provided or are required to be provided by the "insured" under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.

e. "bodily injury" sustained by an "employee" of the "insured" arising out of and in the course of employment as a master or member of the crew of any vessel.

f. liability imposed by automobile no-fault laws or any similar laws; uninsured motorist or underinsured motorist laws; first party physical damage coverage; personal injury protection; or automobile medical payments coverage.

g. "bodily injury", "property damage", or "personal and advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" at any time.

h. any loss, cost, or expense arising out of any:

   1) request, demand, order, statute, or regulation that any "insured" or others test for, abate, 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 any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

i. "bodily injury", "property damage", or "personal and advertising injury" caused directly or indirectly by the following:

   1) war, including undeclared or civil war;
   2) warlike action by a military force, including action that is hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
   3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. "bodily injury" or "property damage" arising out of the ownership, maintenance, use, occupancy, renting, operation, loaning, entrusting, supervision, or "loading or unloading" of "autos", aircraft, watercraft, "mobile equipment", or "recreational vehicles".

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

   1) causing or contributing to the intoxication of a person;
   2) the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
   3) a law or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

   This exclusion applies only if "you" are in the business of manufacturing, distributing, furnishing, selling, or serving alcoholic beverages.

l. "bodily injury":

   1) to an "employee" of the "insured" if it arises out of and occurs in the course of employment by the "insured" or while performing duties related to the conduct of the "insured's" business; or

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2) to a spouse, child, parent, brother, or sister as a consequence of "bodily injury" to such injured "employee".

This exclusion applies where the "insured" is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for "damages" arising out of l.1) or l.2) above.

However, this exclusion does not apply to liability assumed by the "insured" under a "covered contract".

m. "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or failure to render a professional service.

n. "bodily injury" or "personal and advertising injury":

1) to a person arising out of any:

a) refusal to employ that person;
b) termination of employment of that person; or
c) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards that person; or

2) to a spouse, child, parent, brother, or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person as a result of employment-related practices described in 1)a), 1)b), or 1)c) above.

This exclusion applies whether the injury as a result of 1)a), 1)b), or 1)c) above occurs before, during, or after employment of that person.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for "damages" arising out of 1)a), 1)b), 1)c), or 2) above.

o. "property damage" to property owned by, occupied by, or rented by "you", including any cost or expense incurred by "you" or another person or organization, to repair, retrofit, replace, or maintain such property for any reason, including for the purpose of avoiding injury to a person or damage to another's property.

p. "property damage" to "products" if the damage arises out of the "products" or their parts.

q. "property damage" to that specific part of real property on which work is being performed by:

1) "you"; or
2) a contractor or subcontractor working directly or indirectly on "your" behalf;

if the "property damage" arises out of such work.

However, this exclusion does not apply with respect to liability assumed under a sidetrack agreement.

r. "property damage" to that specific part of any property that must be restored, repaired, or replaced because "your work" that was performed on the property was faulty.

However, this exclusion does not apply to:

1) "property damage" included within the "products/completed work hazard"; or
2) liability assumed under a sidetrack agreement.

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s. "property damage" to personal property in the care, custody, or control of an "insured".

However, this exclusion does not apply with respect to liability assumed under a sidetrack agreement or a written trailer interchange agreement.

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

1) a delay or failure to perform a contract or agreement as specified in its terms by "you" or one acting on "your" behalf; or
2) a defect, deficiency, inadequacy, or unsafe condition in "your work" or "products".

However, this exclusion does not apply to the loss of use of other property resulting from sudden and accidental physical injury or destruction of "your work" or "products" after having been put to its intended use.

u. "property damage" to property loaned to "you".

However, this exclusion does not apply with respect to liability assumed under a sidetrack agreement or a written trailer interchange agreement.

v. "property damage" to premises "you" abandon, sell, or give away, if such "property damage" originates from any part of the premises.

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

w. any loss, cost, or expense incurred by "you" or any other person or organization arising out of the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal of "your work", "products", or "impaired property". This applies if "your work", "products", or "impaired property" is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, or unsafe condition in such work, "products", or "impaired property".

x. any loss, cost, expense, or "damages" arising out of damage to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

y. "property damage" to "your work" if the "property damage" arises out of "your work" or any part of it and is included in the "products/completed work hazard".

However, this exclusion does not apply if damage to the work or the part of the work out of which the damage arises was performed by a subcontractor on "your" behalf.

z. "bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of violations of or alleged violations of:

1) the Telephone Consumer Protection Act (TCPA), including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
2) the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
3) the Fair Credit Reporting Act (FCRA), including any amendments thereto, such as the Fair and Accurate Credit Transaction Act (FACTA), and any similar federal, state, or local laws, ordinances, statutes, or regulations; or

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4) any other federal, state, or local law, regulation, statute, or ordinance that restricts, prohibits, or otherwise pertains to the collecting, communicating, recording, printing, transmitting, sending, disposal, or distribution of material or information.

aa. "personal and advertising injury" arising out of an act committed by or directed by the "insured" who knew that "personal and advertising injury" would occur as a result of the act.

bb. "personal and advertising injury" arising out of a criminal act committed by or directed by the "insured".

cc. "personal and advertising injury" arising out of:

1) oral or written publication of material done by or at the direction of the "insured" who knew it was false; or
2) oral or written publication of material that took place prior to the beginning of the policy period.

dd. "personal and advertising injury" arising out of breach of contract, other than using the advertising ideas of another in "your" "advertisement" under an implied contract.

ee. "personal and advertising injury" arising out of the failure of goods, "products", or services to conform with quality or performance as stated in "your" "advertisement".

ff. "personal and advertising injury" arising out of an offense committed by an "insured" whose business is:

1) advertising, broadcasting, publishing, or telecasting;
2) designing, developing, or coordinating the content of websites for others; or
3) providing Internet access, search, service, or content capabilities.

However, this exclusion does not apply to false arrest, detention, or imprisonment; malicious prosecution; and wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies and which is committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.

The placement of advertising, including frames, borders, or links, on the Internet is not in and of itself considered being in the business of advertising, broadcasting, publishing, or telecasting.

gg. "personal and advertising injury" arising out of wrong descriptions of the price of an "insured's" goods, "products", or services as stated in "your" "advertisement".

hh. "personal and advertising injury" liability which is assumed by the "insured" under a contract or an agreement.

However, this exclusion does not apply to liability that an "insured" would have had in the absence of the contract or agreement.

ii. "personal and advertising injury" arising out of any violation of intellectual property rights, including infringement of trademark, trade-secret, or patent rights or copyright. With respect to this exclusion, intellectual property rights do not include using the advertising ideas of others in "your" "advertisement".

However, this exclusion does not apply to a violation or infringement of copyright, slogan, or trade-dress rights that occur in "your" "advertisement".

jj. "personal and advertising injury" arising out of electronic chat rooms, gripe sites, social networking sites, blogs, bulletin boards, or other forums which the "insured" hosts, owns, or has the control or authority to manage or update.

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kk. "personal and advertising injury" arising out of using, without permission, the name or product of others on "your" website or in "your" e-mail address, domain name, or metatags for the purpose of misleading the potential customers of another.

ll. any of the following:

1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of lead;
2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of lead;
3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of lead;
4) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead; or
5) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of lead.

mm. any of the following:

1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of "silica";
2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of "silica";
3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of "silica";
4) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "silica" ; or
5) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "silica".

nn. any of the following:

1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of asbestos, asbestos products, asbestos fibers, or asbestos dust;
2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
4) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust; or

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5) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust.

SUPPLEMENTAL PAYMENTS

1. "We" will pay the following for any claim "we" investigate or settle, or any "suit" "we" defend, if "we" have a duty to defend:

   a. the court costs taxed against the "insured" in the "suit". These costs do not include attorneys' fees or attorneys' expenses;

   b. the expenses incurred by "us";

   c. the necessary and reasonable expenses incurred by the "insured" at "our" request to assist "us" in the defense or investigation of the claim or "suit", including up to $250 a day for actual loss of earnings for time spent away from work;

   d. pre-judgment interest awarded against the "insured" on that part of the judgment "we" pay. If "we" offer to pay the "limit", "we" will not pay any pre-judgment interest based on that period of time after the offer;

   e. the interest which accrues on the entire amount of a judgment beginning with entry of a judgment and ending when "we" tender, deposit in court, or pay the portion of the judgment that is up to, but does not exceed, "our" "limit";

   f. the cost of appeal bonds or bonds for the release of attachments up to "our" "limit".

      However, "we" are not required to apply for or furnish bonds; and

   g. the cost, up to $2,000, for bail bonds, whether or not due to an accident or traffic law violation, required of an "insured" because of an "occurrence" to which this policy applies.

      However, "we" are not required to apply for or furnish bonds.

2. With respect to Coverage E, if the "limits" of any "underlying insurance" are reduced by payment of defense costs, related supplemental payments under this policy will also reduce the applicable "limits" under this policy.

   Otherwise, supplemental payments are in addition to the "limits" for Commercial Excess/Umbrella Liability Coverage.

3. When "we" have the right but not the duty to defend the "insured" and choose to participate in the defense, "we" will pay "our" own expenses but will not contribute to the expenses of the "insured" or the "underlying insurer".

4. If "we" defend an "insured" against a "suit" and an "indemnitee" of the "insured" is also named as a party to the "suit":

   a. "we" will:

      1) defend that "indemnitee";
      2) pay attorneys' fees incurred by "us" in the defense of that "indemnitee";
      3) pay necessary litigation expenses incurred by "us"; and
      4) pay necessary litigation expenses incurred by the "indemnitee" at "our" request.

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b. all of the following conditions must be met:

1) the "suit" seeks "damages" against the "indemnitee" for which the "insured" has assumed the liability of the "indemnitee" in a "covered contract";
2) this insurance applies to such liability assumed by the "insured";
3) the obligation to defend, or the cost of the defense of, that "indemnitee", has also been assumed by the "insured" in the same "covered contract";
4) no conflict appears to exist between the interests of the "insured" and the interests of the "indemnitee" in the allegations in the "suit" and in the information "we" know about the "occurrence";
5) the "indemnitee" and the "insured" ask "us" to conduct and control the defense of that "indemnitee" against such "suit" and agree that "we" can assign the same counsel to defend the "insured" and the "indemnitee"; and
6) the "indemnitee" agrees to:

a) cooperate with "us" in the investigation, settlement, or defense of the "suit";
b) immediately send "us" copies of any demands, notices, summonses, or legal papers received in connection with the "suit";
c) notify any other insurer whose coverage is available to the "indemnitee";
d) cooperate with "us" with respect to coordinating other applicable insurance available to the "indemnitee";
e) provide "us" with written authorization to obtain records regarding the "suit";
f) provide "us" other information related to the "suit"; and
g) provide "us" with written authorization to conduct and control the defense of the "indemnitee" in such "suit".

If the above conditions are met, such payments will not be deemed to be "damages" for "bodily injury" or "property damage" and will not reduce the "limits", regardless of the provisions of exclusion 2.b.2) of Coverage U.

"Our" obligation to provide a defense for an "insured's" "indemnitee" and to pay for the "indemnitee's" defense and litigation costs as Supplemental Payments ceases when "we" have paid an amount equal to the applicable "limit" as the result of a judgment or settlement or when a requirement set forth under 4.b.1), 2), 3), 4), 5), and 6) above is no longer met.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Cooperation** --

a. With respect to Coverage E, "you" must cooperate with the "underlying insurers" as required by the terms of their policies and comply with all terms and conditions of those policies.

b. All "insureds" involved must cooperate with "us" in investigating or settling a claim or defending a "suit".

2. **Notice** -- In the case of an "occurrence" or offense, or if an "insured" becomes aware of anything that indicates that there might be a claim under the Commercial Excess/Umbrella Liability Coverages, "you" must see to it that "we" receive notice as soon as practicable. To the extent possible, the notice to "us" should include:

a. the name of the "insured", the policy number, and the time, place, and details of the "occurrence" or offense; and

b. the names and addresses of all known potential claimants and witnesses.

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3. **Voluntary Payments** -- Any payment or expense made or assumed by any "insured" without "our" written consent will be paid or assumed by the "insured".

4. **Other Duties** -- If a claim is made or a "suit" is brought against any "insured", "you" and any other "insured" involved in the claim or "suit" must promptly give "us" copies of all legal papers, demands, and notices that relate to such claim or "suit".

   At "our" request, "you" and any other "insured" must cooperate and assist "us" in:

   a. the enforcement of any right of recovery or indemnification against all parties who may be liable to an "insured" for the injury or damage;

   b. the securing of and giving of evidence; and

   c. obtaining the attendance of all witnesses.

HOW MUCH WE PAY

COVERAGE E -- EXCESS LIABILITY AND COVERAGE U -- UMBRELLA LIABILITY

1. The "limits", shown on the "declarations" and subject to the following conditions, are the most "we" pay regardless of the number of:

   a. "insureds" under this policy;

   b. persons or organizations who sustain injury or damage;

   c. claims made or "suits" brought;

   d. vehicles or watercraft involved in an accident, to the extent covered by this policy; or

   e. coverages provided under this policy.

2. The General Aggregate Limit is the most "we" will pay for the sum of all "damages":

   a. under Coverage E and Coverage U; and/or

   b. defense costs paid under Coverage E when the "limits" of the applicable "underlying insurance" are reduced by payment of defense costs.

   However, the General Aggregate Limit does not apply to "damages":

   a. due to "bodily injury" and "property damage" included in the "products/completed work hazard"; or

   b. due to "bodily injury" and "property damage" included in "underlying insurance" which are not subject to an aggregate "limit" in such "underlying insurance".

3. The Products/Completed Work Hazard Aggregate Limit is the most "we" will pay for "damages" due to "bodily injury" and "property damage" included in the "products/completed work hazard".

4. The Each Occurrence Limit, subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit, is the most "we" will pay for the sum of all:

   a. "damages" under Coverage E and Coverage U; and/or

   b. defense costs paid under Coverage E when the "limits" of the applicable "underlying insurance" are reduced by payment of defense costs;

   due to:

   a. all "bodily injury" and "property damage" arising out of a single "occurrence";

   b. all "personal and advertising injury" sustained by any one person or organization; and

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c. under Coverage E, any other injury or damage arising out of a negligent act, error, omission, injury, event, incident, or offense.

5. With respect to Coverage E, if the "limits" of any "underlying insurance" are exhausted by payment of claims, "damages", and/or defense costs, this policy will continue to provide coverage as "underlying insurance".

6. With respect to Coverage E, if the "limits" of any "underlying insurance" are reduced by payment of claims, "damages", and/or defense costs, this policy will apply as excess of the reduced "underlying insurance".

7. With respect to Coverage E, if "underlying insurance" is not concurrent with the policy period of this Commercial Excess/Umbrella Liability Coverage, only claims for "occurrences" due to "bodily injury" or "property damage", offenses due to "personal and advertising injury", and other negligent acts, errors, omissions, injuries, events, and incidents that are covered by "underlying insurance" and that take place during the policy period of this policy will be considered in determining the extent to which any aggregate "limit" in the "underlying insurance" has been reduced or exhausted.

   However, for any "underlying insurance" written on a "claims-made" basis, the available "limits" of "underlying insurance" will only be reduced or exhausted by payment of:

   a. claims that are made during the policy period, or any Extended Reporting Period, of this Commercial Excess/Umbrella Liability Coverage; or

   b. related defense costs, but only if the "limits of "underlying insurance" are reduced by payment of defense costs.

8. The General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit apply separately to each consecutive 12 month period beginning with the inception date shown on the "declarations" for this Commercial Excess/Umbrella Liability Coverage. They also apply separately to any remaining policy period of less than 12 months, unless the Commercial Excess/Umbrella Liability Coverage was extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining "limits".

CONDITIONS

1. **Appeals** -- If an "underlying insurer" or the "insured" elects not to appeal a judgment in excess of the "limit" of any "underlying insurance" with respect to Coverage E, or in excess of the "self-insured retention" with respect to Coverage U, "we" may elect to make such appeal. If "we" so elect, "we" will be liable for all expenses "we" incur that pertain to such appeal.

2. **Assignment** -- This policy may not be assigned without "our" written consent.

3. **Bankruptcy Of An Insured** -- Bankruptcy or insolvency of an "insured" does not relieve "us" of "our" obligations under this policy.

4. **Bankruptcy Of Underlying Insurer** -- With respect to Coverage E, in the event of bankruptcy or insolvency of any "underlying insurer", any insurance provided by this policy will not replace such "underlying insurance", but will apply as if the "limits" of "underlying insurance" were valid and collectible.

5. **Cancellation And Nonrenewal** -- See the state-specific amendatory endorsement.

6. **Change, Modification, Or Waiver Of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.

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7. **Conformity With Statute** -- If the "terms" of this policy conflict with the statutes of the state where this policy is issued, the "terms" are amended to conform to such statutes.

8. **Examination Of Books And Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

9. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspection or reports are for "our" benefit only.

10. **Knowledge Of Bodily Injury Or Property Damage** -- With respect to Coverage U, knowledge of "bodily injury" or "property damage" will be deemed to have occurred at the earliest of the following times:

    a. when a claim or demand for "damages" alleging "bodily injury" or "property damage" is received by any "designated insured";

    b. when any "designated insured" reports the "bodily injury" or "property damage" to "us" or any other insurer; or

    c. when any "designated insured" becomes aware of anything that indicates that "bodily injury" or "property damage" may have occurred or is occurring.

11. **Legal Action Against Us** -- No lawsuit can be brought against "us" unless:

    a. all "terms" of this policy have been complied with; and

    b. the amount of an "insured's" liability has been determined by:

        1) a final judgment against an "insured" as a result of a trial; or

        2) a written agreement by the "insured", the claimant, or the claimant's legal representative, and "us".

    However, "we" will not pay for injury or damage that is not covered by this policy or that exceeds the applicable "limit".

    No person has a right under this policy to join "us" or implead "us" in actions that are brought to determine an "insured's" liability.

12. **Maintenance Of Underlying Insurance** -- With respect to Coverage E, "you" must maintain the "underlying insurance" in full force and effect during the term of this policy.

    If "you" fail to maintain "underlying insurance", the insurance provided by this policy will not replace such "underlying insurance" but will apply as if that "underlying insurance" were valid and collectible.

    If any "underlying insurance" is canceled or not renewed and not replaced or there is an increase in the scope of coverage in any "underlying insurance", "you" must notify "us" at once. "We" will not be liable under this policy for more than "we" would have been liable if that "underlying insurance" had not been terminated or had been kept at its original "limits" or coverages.

    Reduction or exhaustion of any aggregate "limit" in any "underlying insurance" by payments for judgments, settlements, or expenses for "occurrences" or offenses to which this policy applies will not be a failure to maintain "underlying insurance" in full force and effect.

    No statement contained in this condition limits "our" right to cancel or not renew this policy.

13. **Misrepresentation, Concealment, Or Fraud** -- This coverage is void as to "you" and any other "insured" if, before or after a loss:

    a. "you" have or any other "insured" has willfully concealed or misrepresented:

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1) a material fact or circumstance that relates to this insurance or the subject thereof; or
2) "your" interest or any other "insured's" interest herein; or

b. there has been fraud or false swearing by "you" or any other "insured" with regard to a matter that relates to this insurance or the subject thereof.

14. **Subrogation** -- If "we" pay under the Commercial Excess/Umbrella Liability Coverage, "we" may require from an "insured" an assignment of any right of recovery. "We" are not liable under the Commercial Excess/Umbrella Liability Coverage to the extent that any "insured" has impaired "our" right to recover. An "insured" may waive its right to recover, in writing, before an "occurrence" takes place.

15. **Transfer Of Defense** -- With respect to Coverage E, when the applicable "limit" of "underlying insurance" has been exhausted by the payment of claims, settlements, judgments, and/or defense costs:

    a. the duty to defend a "suit" is transferred to "us"; and

    b. with respect to claims or "suits" that would otherwise have been covered by "underlying insurance", "we" will cooperate in the transfer and control to "us" of any outstanding claims or "suits" to which this insurance applies.

16. **Separate Insureds** -- Coverage provided under this policy applies separately to each "insured" against whom claim is made or "suit" is brought.

    However, this does not affect the "limits" stated under How Much We Pay.

17. **Premium** -- The premium shown on the "declarations" was computed on the basis of "our" rules and rates. If the premium is shown on the "declarations" as a deposit premium, "we" will compute the final earned premium at the end of each audit period shown on the "declarations". If it is more than the deposit premium paid by "you", "we" will bill "you" for the difference. If the final earned premium is less than the deposit premium paid by "you", "we" will return the difference to "you". "You" must maintain records of the information that is necessary for computing the premium. Copies of the records must be sent to "us" at the end of the audit period or when requested by "us".

    If the premium for coverage provided by this policy is based upon an audit of exposures and the final premium is determined after the expiration of the policy, any additional premium owed to "us" is due on the due date that appears on the billing notice.

18. I**nsurance Under More Than One Policy** --

    a. Insurance under this policy is excess over any other insurance and will not contribute with any other insurance, whether the other insurance is primary, excess, contingent, or on any other basis.

       However, this condition will not apply to insurance specifically written as excess over this policy.

    b. When this insurance is excess over any other insurance:

       1) "we" will have no duty to defend under Coverage E or Coverage U any "suit" that any other insurer has a duty to defend. If no other insurer defends, "we" will do so.

          However, "we" will be entitled to the "insured's" rights against all those other insurers; and

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2) "we" will pay "our" share of the amount of loss, if any, that exceeds the sum of:

   a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   b) the total of all deductibles and self-insured amounts required by such other insurance.

19. **Loss Payable** -- This insurance applies only when the "insured", the "underlying insurer", or any other insurance has become obligated to pay the "limits" of "underlying insurance", the "self-insured retention", or the "limits" of any other insurance which is available to the "insured" and provides coverage with respect to injury or damage to which this policy applies, whichever is applicable. The obligation of the "insured" to pay will have been previously determined by a final settlement or judgment after trial or written agreement between the "insured", claimant or the claimant's legal representative, and "us".

20. **Extended Coverage Territory** --

    a. "We" may be prevented by reason of law or by another reason from defending the "insured" against a "suit" that is brought within the "coverage territory", but in a location that is outside of the United States of America (including its territories and possessions), Puerto Rico, or Canada. If "we" would have defended that "suit" under the "terms" of this policy, had "we" not been prevented from doing so, "we" will reimburse the "insured" for the necessary and reasonable costs the "insured" incurs for the defense of the "suit". However, "we" will reimburse the "insured" for defense costs only to the extent that such costs would have been covered as Supplemental Payments provided by this policy. Payment made under these "terms" is in addition to the "limit" for the Commercial Excess/Umbrella Liability Coverage, except as provided under item 2., Supplemental Payments.

    b. If "we" are prevented by reason of law or by another reason from paying, on behalf of an "insured", those sums for which the "insured" becomes legally obligated to pay as "damages" to which this insurance applies within the "coverage territory", but in a location that is outside of the United States of America (including its territories and possessions), Puerto Rico, or Canada, "we" will reimburse the "insured" for such sums.

    c. All payments or reimbursements "we" make under Supplemental Payments for defense costs and for "damages" because of judgments or settlements will be made in U.S. currency.

       Payments or reimbursements under Supplemental Payments will reflect the prevailing exchange rate at the time the costs were incurred.

       Payments or reimbursements for "damages" will reflect the prevailing exchange rate at the time the "insured" became legally obligated to pay such "damages".

    d. If "you" disagree with "us" with respect to the coverage provided by this policy, any dispute must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico, or Canada.

    e. "You" must maintain the coverage required by law, statute, regulation, or other governmental authority. This insurance will not be invalid if "you" fail to maintain such coverage as required; however, this insurance will apply as if the required coverage was in full force and effect.

       Reduction or exhaustion of any aggregate "limit" by payments for judgments, settlements, or expenses for "occurrences" or offenses to which this policy applies will not be a failure to maintain such coverage required by law, regulation, or other governmental authority in full force and effect.

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NUCLEAR ENERGY LIABILITY EXCLUSION

1. Exclusion

   a. This insurance does not apply under any liability coverage, to "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 thereto; 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. This insurance does not apply under any liability coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

      1) the "nuclear material":

         a) is at any "nuclear facility" owned by, 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, stored, processed, 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 b.3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. With respect to only the Nuclear Energy Liability Exclusion, the following definitions are added:

   a. "Hazardous properties" include radioactive, toxic, or explosive properties.

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

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

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

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

      1) containing "by-product material" other than the tailings or "wastes" produced by the extraction of uranium or thorium from any ore processed primarily for its "source material" content; and

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2) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

f. "Nuclear facility" means:

1) any "nuclear reactor";
2) any equipment or device designed or used for:

a) separating the isotopes of uranium or plutonium;
b) processing or utilizing "spent fuel"; or
c) handling, processing, or packaging "waste";

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

4) any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";

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

g. "Nuclear reactor" means any apparatus designed or used:

1) to sustain nuclear fission in a self-supporting chain reaction; or
2) to contain a critical mass of fissionable material.

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

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This endorsement changes
the policy
-- PLEASE READ THIS CAREFULLY --

AMENDATORY ENDORSEMENT
ILLINOIS

1. Under Definitions, item b. of the definition of "Pollutant" is deleted.

2. Under Coverage E, item 2. Exclusions, exclusion f. is deleted and replaced by the following:

   f. "bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants", unless the "bodily injury" or "property damage" arises from the heat, smoke, or fumes of a fire which becomes uncontrollable or breaks out from where it was intended to be located.

   However, this exclusion does not apply to "bodily injury" or "property damage" that is covered by "underlying insurance" or that would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

3. Under Coverage E, item 2. Exclusions, exclusion g. is deleted and replaced by the following:

   g. "personal and advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time unless the "personal and advertising injury" arises from the heat, smoke, or fumes of a fire which becomes uncontrollable or breaks out from where it was intended to be located.

4. Under Conditions, condition 5. is deleted and replaced by the following:

   Cancellation -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

   "We" may cancel this policy by mailing "our" written notice of cancellation to "you" at the last mailing address known to "us".

   "We" will mail the notice to "you" at least ten days before the effective date of the cancellation when cancellation is for nonpayment of premium. For any other reason, "we" will mail the notice of cancellation to "you" at least 30 days prior to the effective date of the cancellation during the first 60 days of coverage, or 60 days prior to the effective date of the cancellation if the coverage has been in effect for more than 60 days.

   If this policy has been in effect for more than 60 days, or if it is a renewal of a policy issued by "us", "we" may cancel this policy only if one or more of the following reasons apply:

   a. nonpayment of premium;

   b. the policy was obtained through a material misrepresentation;

   c. any "insured" has violated any of the "terms" and conditions of the policy;

   d. the risk originally accepted has measurably increased;

   e. certification of the Director of the loss of reinsurance by the insurer which provided coverage to "us" for all or a substantial part of the underlying risk insured; or

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f. a determination by the Director that the continuation of the policy could place "us" in violation of the insurance laws of this state.

"Our" notice to "you" will include the reason or reasons for cancellation.

"We" will also mail a similar notice to "your" broker, if known, or to the agent of record, if known. Notice may be provided electronically to any such broker, or agent of record who opts to accept notification electronically.

Proof of mailing is sufficient proof of notice.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

Nonrenewal -- If "we" decide not to renew this policy, "we" will mail "our" notice of nonrenewal to "you", at the last mailing address known to "us", at least 60 days before the end of the policy period. "Our" notice to "you" will include the reasons for nonrenewal.

"We" will also mail a similar notice to "your" broker, if known, or to the agent of record, if known. Notice may be provided electronically to any such broker, or agent of record who opts to accept notification electronically.

Proof of mailing is sufficient proof of notice.

5. Under Conditions, the following condition is added:

   Premium Or Coverage Changes -- If "we" decide to renew this policy with premium increases of 30% or higher, or impose changes in deductible or coverage that materially alter the policy, "we" will mail or deliver to "you" written notice of such increase or change in deductible or coverage at least 60 days prior to the renewal or anniversary date. The 60-day prior notice because of premium increase is not necessary where increases exceeding 30% are due to changed conditions or increased or broadened coverage initiated by "you".

   "We" will also mail a similar notice to "your" broker, if known, or to the agent of record, if known. Notice may be provided electronically to any such broker, or agent of record who opts to accept notification electronically.

   Proof of mailing is sufficient proof of notice.

6. Under Conditions, condition 13. is deleted and replaced by the following:

   Misrepresentation, Concealment, Or Fraud -- "We" do not provide coverage for an "insured" who has:

   a. willfully concealed or misrepresented:

      1) a material fact or circumstance with respect to this insurance; or
      2) an "insured's" interest herein; or

   b. engaged in fraudulent conduct or sworn falsely with respect to this insurance or the subject thereof.

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This endorsement changes
the policy
-- PLEASE READ THIS CAREFULLY --

DEFENSE COSTS REIMBURSEMENT
COVERAGES E AND U
ILLINOIS

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following is added under item 1.a. under Coverage E and Coverage U:

If "we" defend a claim or "suit" or "we" pay for the defense of a claim or "suit", and "we" later determine that the claim or "suit" is not covered, "we" have the right to be reimbursed for the defense costs "we" have incurred.

However, under this provision, "our" right to be reimbursed for defense costs applies only to such costs that "we" incur after "we" give "you" written notice that the claim or "suit" may not be covered and that "we" are reserving "our" rights to end the defense coverage and to seek reimbursement for defense costs.

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This endorsement changes
the policy
-- PLEASE READ THIS CAREFULLY --

CIVIL UNIONS AMENDMENT
ILLINOIS

Throughout this policy, any reference to a spouse includes a person who is a part of a civil union couple as defined by Illinois law.

Throughout this policy, any reference to a family member, relative, or any family relationship includes the families of a civil union couple as defined by Illinois law.

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This endorsement changes
the policy
-- PLEASE READ THIS CAREFULLY --

CANNABIS ITEMS AND ACTIVITIES EXCLUSION

1. The following definitions are added.

   a. "Cannabis"

      1) Except as provided in item 1.a.2) below, "cannabis" means all parts of the plant Cannabis sativa L., whether growing or not. This applies even if plant material has been changed or mixed into any consumable item or product. Consumable items or products include but are not limited to any:

         a) compound;
         b) concentrate,
         c) derivative;
         d) extract;
         e) manufacture;
         f) mixture;
         g) preparation;
         h) resin; or
         i) salt;

         all whether crude or purified.

      2) "Cannabis" does not include:

         a) the mature stalks of the plant Cannabis sativa L., or fiber produced from such stalks;
         b) oil or cake made from the seeds of the plant Cannabis sativa L.;
         c) any compound, derivative, extract, manufacture, mixture, preparation, or salt of item 1.a.2)a) or item 1.a.2)b) above; or
         d) the sterilized seed of the plant Cannabis sativa L., which is incapable of germination.

   b. "Cannabis activities" means the:

      1) cooking;
      2) delivering, distributing, or transporting;
      3) growing, including but not limited to cultivating, harvesting, or planting;
      4) manufacturing;
      5) packaging or repackaging;
      6) preparing;
      7) processing;
      8) producing;
      9) selling;
      10) storing; or
      11) testing;

      of "cannabis" in any form or quantity.

   c. "Cannabis items" means:

      1) "cannabis"; and
      2) any equipment, products, or materials used or primarily intended or designed for use in:

         a) "cannabis activities"; or
         b) ingesting, inhaling, smoking, vaporizing, or otherwise consuming "cannabis" in any form or quantity.

2. If this policy provides property coverage, the following exclusion is added with respect to such coverage.

   Cannabis Items And Activities – Property Exclusion

   a. "We" do not pay for loss to:

      1) "cannabis items"; or
      2) any other property if the loss arises out of "cannabis activities" by:

         a) any person or entity insured under this policy;
         b) anyone acting at the direction or on behalf of a person or entity insured under this policy; or
         c) any tenants, roomers, boarders, or guests of a property insured under this policy.

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b. Item 2.a.2) above applies to, but is not limited to, any loss caused by or resulting from:

1) smoke;
2) vapor;
3) gas;
4) condensation;
5) humidity;
6) moisture; or
7) any other substance;

discharged, dispersed, disposed of, emitted, escaped, leached, leaked, migrated, produced, released, seeped, or spilled as a result of such "cannabis activities".

c. Except as provided in item 2.d. below, loss arising out of "cannabis activities" will not be considered loss caused by any other peril, including but not limited to vandalism or malicious mischief, even if this policy provides coverage for loss caused by such peril.

d. To the extent that this policy provides coverage for loss caused by fire or explosion, this exclusion does not apply to direct loss to covered property caused by a fire or explosion resulting from "cannabis activities" or "cannabis items".

3. If this policy provides liability coverage, the following exclusion is added with respect to such coverage.

Cannabis Items And Activities – Liability Exclusion

a. "We" do not provide liability coverage for any person or entity insured under this policy for liability arising out of:

1) the possession of "cannabis items"; or
2) any "cannabis activities".

b. Item 3.a.2) above applies to, but is not limited to, any liability for loss caused by or resulting from:

1) smoke;
2) vapor;
3) gas;
4) condensation;
5) humidity:
6) moisture; or
7) any other substance;

discharged, dispersed, disposed of, emitted, escaped, leached, leaked, migrated, produced, released, seeped, or spilled as a result of such "cannabis activities".

4. The "terms" of this endorsement apply even if "cannabis activities" or the possession of "cannabis items" are legal under the laws of the state, territory, or district in which:

a. this policy was issued; or

b. the loss occurs.

5. To the extent that the "terms" of this endorsement conflict with any other "terms" of this policy, this endorsement will control with respect to coverage for "cannabis items" and "cannabis activities".

6. This endorsement:

a. clarifies the intent of coverage under this policy; and

b. will not be construed to modify, narrow, or negate any exclusion in this policy that applies to:

1) contraband;
2) controlled substances;
3) criminal or illegal acts; or
4) illegal transportation or trade.

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ENDORSEMENT # 1

This endorsement, effective 12:01 a.m.,04/01/2020 forms a part of

Policy No. PPP7444421 issued to Winston Towers No. 5 Association

by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

CERTIFICATE HOLDER AND LOCATIONS

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

SCHEDULE

Named Insured	Location Address	Policy #/Location#/Renewal#
See Declarations	7141 N. Kedzie Ave., Chicago, IL 60645	PPP7444421-01-07

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

Under Definitions, definition 1.a. is deleted and replaced by the following:

a. "You" and "your" mean the person, persons, entity, or organization named as the “certificate holder” on the Certificate of Insurance or on the Schedule above.

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ENDORSEMENT # 2

This endorsement, effective 12:01 a.m.,04/01/2020 forms a part of

Policy No. PPP7444421 issued to Winston Towers No. 5 Association

by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

CLAIM REPORTING PROVISIONS
COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

WHAT MUST BE DONE IN CASE OF LOSS

The following is added under item 2. Notice:

"You" must provide "us" with immediate notice of any claim made or "suit" brought against "us", or of any claim involving any of the following:

a. fatality;

b. paraplegia or quadriplegia;

c. dismemberment or amputation;

d. loss or impairment of eyesight or hearing;

e. brain injury; or

f. burns.

All claims may be reported to "us" as follows:

During working hours (8:30 A.M. to 5:00 P.M.):

To: Preferred Property Programs Claims Administration
Address: 101 Crawfords Corner Road, Suite 1300, Holmdel, NJ 07733
Telephone: 888-548-2465
Fax: 732-946-0547
Email: claims@jgsinsurance.com

After working hours:

Telephone: 866-262-9877

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ENDORSEMENT # 3

This endorsement, effective 12:01 a.m., 04/01/2020 forms a part of

Policy No. PPP7444421 issued to Winston Towers No. 5 Association

by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

COVERAGE X -- DISASTER EVENT RESPONSE EXPENSE

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

SCHEDULE

Disaster Event Response Expense Limit **$** 50,000 **Aggregate**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

With respect to the coverage provided by this endorsement, the following definitions are added:

1. "Disaster event" means an "occurrence" or offense:

   a. that results in or is likely to result in "bodily injury", "property damage", or "personal and advertising injury";

   a. that results in or is likely to result in significant media coverage; and

   b. for which a "key executive" determines that a "disaster event response advisor" is necessary.

   A "disaster event":

   a. begins when a "key executive" first becomes aware of such "occurrence" or offense; and

   b. ends when "we" determine that such "disaster event" no longer exists .

2. "Disaster event response advisor" means a public relations firm or crisis management firm whose services help to minimize potential harm to "you" by maintaining or restoring public confidence in "you".

3. "Disaster event response expenses" means reasonable and necessary expenses approved by "us" before they are incurred.

   "Disaster event response expenses" includes, but is not limited to:

   a. medical expenses;

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b. funeral expenses;

c. psychological counseling expenses;

d. travel expenses;

e. temporary living expenses;

f. printing and mailing expenses; and

g. expenses to secure the scene of a "disaster event".

4. "Key executive" means:

a. "you", if "you" are shown on the "declarations" as an individual;

b. "your" chief executive officer;

c. "your" chief operating officer;

d. "your" president; or

e. "your" general counsel or general partner, if "you" are shown on the "declarations" as a partnership.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following coverage is added:

COVERAGE X – DISASTER EVENT RESPONSE EXPENSE

1. Insuring Agreement

a. "We" will indemnify "you" for "disaster event response expenses" incurred by "you" and/or "your" "disaster event response advisor" as a result of a "disaster event" to which this insurance applies.

"We" will not assume any duty to control the investigation, settlement, or defense of any claim or "suit" that may arise out of a "disaster event".

b. The amount "we" pay for "disaster event response expenses" is limited as described under How Much We Pay.

c. This insurance applies only to a "disaster event":

1) that begins during the policy period of this policy;
2) that causes "bodily injury", "property damage", or "personal and advertising injury" that:

a) occurs during the policy period of this policy; and
b) is not a continuation of, resumption of, or change in "bodily injury" or "property damage" that was known by a "designated insured" prior to the inception date of the policy period.

If a "designated insured" knew prior to the inception date of this policy period that "bodily injury", "property damage", or "personal and advertising injury" had occurred, any continuation of, resumption of, or change in such "bodily injury", "property damage", or "personal and advertising

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injury" during or after the policy period will be deemed to have been known by the "designated insured" prior to the inception date of this policy period; and

3) for which "you" have hired a "disaster event response advisor".

2. Exclusions

"We" do not pay for:

a. "disaster event response expenses" due to:

1) war, including undeclared or civil war;
2) warlike action by a military force, including action that is hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

b. "disaster event response expenses" due to loss resulting from nuclear reaction, nuclear radiation, or radioactive contamination.

c. "disaster event response expenses" arising out of:

1) any actual, alleged, or threatened sexual activity by anyone; or
2) an "insured's" negligent:

a) employment;
b) investigation;
c) supervision;
d) retention; or
e) reporting or failure to report to the property authorities;

of any "employee" or "volunteer worker" alleged to have committed any sexual activity.

For purposes of this exclusion, sexual activity means any activity which is sexual in nature.

d. "disaster event response expenses" due to any obligation of the "insured" under a workers' compensation, disability benefits, or unemployment compensation law or any similar law, regardless of whether a claim for such benefits has been made.

WHAT MUST BE DONE IN CASE OF LOSS

---

1. With respect to the coverage provided by this endorsement, the following is added to item 2. Notice:

In the case of a "disaster event", "you" must notify "us" within 24 hours after the "disaster event" begins. Such notice must be provided to "us" by calling 1-800-823-7351.

2. With respect to the coverage provided by this endorsement, item 3. Voluntary Payments is deleted and replaced by the following:

Voluntary Payments – "You" must not make payments, assume obligations, or incur any expenses without "our" prior approval.

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HOW MUCH WE PAY

With respect to the coverage provided by this endorsement, the following is added:

The Coverage X -- Disaster Event Response Expense Aggregate Limit shown in the Schedule above is the most "we" will pay for the sum of all "disaster event response expenses" during the policy period..

The Coverage X -- Disaster Event Response Expense Aggregate Limit shown in the Schedule above applies separately to each consecutive 12-month period beginning with the inception date shown on the "declarations" for this Commercial Excess/Umbrella Liability Coverage. It also applies separately to any remaining policy period of less than 12 months, unless the Commercial Excess/Umbrella Liability Coverage was extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining the "limit".

CONDITIONS

1. With respect to the coverage provided by this endorsement, item 14. Subrogation is deleted and replaced by the following:

   Subrogation – If "we" pay "you" for "disaster event response expenses", "we" may require from "you" an assignment of any right of recovery against any third party with respect to such payments. "You" may not waive "your" right to recover before a "disaster event" takes place.

2. With respect to the coverage provided by this endorsement, the following conditions are added:

   a. **Arbitration** – If "you" or "we" disagree as to whether or not an "occurrence" or offense constitutes a "disaster event", the right of any reimbursement for "disaster event response expenses" must be arbitrated according to the rules of the American Arbitration Association, in the state shown in the mailing address shown on the "declarations".

   b. **Obligations** – No payment made by "us" under this coverage will:

      1) determine any other rights or obligations under this policy; or
      2) create a duty to defend any "suit" under any other part of this policy.

   c. **No Admission Of Liability** -- It is agreed and acknowledged that any payments for which "you" may seek reimbursement under the "terms" of this endorsement will not constitute any admission of liability by "you" with regard to the "disaster event". It is further agreed and acknowledged that any payments made by "us" under this endorsement will not constitute any admission by "us" with regard to coverage provided under the policy.

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ENDORSEMENT # 4

This endorsement, effective 12:01 a.m., 04/01/2020 forms a part of

Policy No. PPP7444421 issued to Winston Towers No. 5 Association

by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

EMPLOYMENT PRACTICES LIABILITY FOLLOW FORM
COVERAGE E

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following is added to exclusion k. under Coverage E, item 2. Exclusions:

However, this exclusion does not apply to "bodily injury" or "personal and advertising injury" that is covered by a Directors' and Officers' Liability Policy shown in "underlying insurance" or that would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

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ENDORSEMENT # 5

This endorsement, effective 12:01 a.m., 04/01/2020 forms a part of

Policy No. PPP7444421 issued to Winston Towers No. 5 Association

By **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

EXCLUSION – CONTAMINATED DRYWALL
COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following exclusion is added under Coverage E and Coverage U, item 2. Exclusions:

"We" do not pay for "bodily injury" or "property damage" arising out of the actual, alleged, or threatened dispersal, seepage, migration, release, or escape of gases, vapors, fumes, or other irritant or contaminant from drywall.

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ENDORSEMENT # 6

This endorsement, effective 12:01 a.m.,04/01/2020 forms a part of

Policy No.PPP7444421 issued to Winston Towers No. 5 Association

by **Greenwich Insurance Company.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

EXCLUSION -- EARTH MOVEMENT
COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

The following definition is added:

"Earth movement" means:

a. earthquake, including land shock waves or tremors before, during or after an earthquake or volcanic eruption;

b. landslide;

c. mine subsidence whether or not the non-natural mine is currently in use;

d. any other movement of earth, including sinking, shifting, or rising of earth including, but not limited to, erosion, expansion, shrinking, freezing, thawing, improper soil compaction, and movement of water under the surface of the ground that causes cracking, settling, or shifting of foundations, buildings, or structures; or

e. eruption, explosion, or effusion of a volcano.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following exclusion is added to Coverage E and Coverage U, item 2. Exclusions:

"We" do not pay for:

a. "bodily injury", "property damage", or "personal and advertising injury" that results directly or indirectly from "earth movement", whether or not the "earth movement" results from manmade or natural causes; or

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b. any loss, cost, or expense incurred by "you" or any other person or organization that results directly or indirectly from "earth movement", whether or not the "earth movement" results from manmade or natural causes.

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ENDORSEMENT # 7

This endorsement, effective 12:01 a.m.,04/01/2020 forms a part of

Policy No. PPP7444421 issued to Winston Towers No. 5 Association

By **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

EXCLUSION – ERRORS AND OMISSIONS LIABILITY
COVERAGE E

(The entries required to complete this endorsement
will be shown below or on the "declarations")

SCHEDULE

Designated Business: Real Estate Agents

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following exclusions are added under Coverage E, item 2. Exclusions:

"We" do not pay for:

a. injury or damage arising out of or resulting from any act, error, omission, or breach of duty committed by any "insured", or any person for whose acts any "insured" is legally liable, in the conduct of "your" business designated the Schedule above; or

b. any loss, cost, or expense incurred by "you" or any other person or organization arising out of any act, error, omission, or breach of duty described in a. above.

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ENDORSEMENT # 8

This endorsement, effective 12:01 a.m., 04/01/2020 forms a part of

Policy No. PPP7444421 issued to Winston Towers No. 5 Association

by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

EXCLUSION – TOTAL POLLUTION WITH CERTAIN EXCEPTIONS
COVERAGE E

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

The following definition is added:

"Underground storage tank" means any container or system including any ducts, pipes, or other apparatus used therewith, the volume of which is now or was at any time more than 10% beneath the surface of the ground.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

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1. With respect to the coverage provided by this endorsement, item 1.a. under Coverage E -- Excess Liability is deleted and replaced by the following:

   a. "We" will pay on behalf of the "insured" those sums in excess of "underlying insurance" for which an "insured" becomes legally obligated to pay as "damages" to which this insurance applies.

      "We" will not be obligated to assume charge of the investigation and settlement of any claim made, or defense of the "insured" against a "suit" seeking "damages" which may be covered under Coverage E -- Excess Liability. "We" will, however, have the right and shall be given the opportunity to participate in the defense and trial of any claim, "suit", or proceeding 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.

2. Under Coverage E, item 2. Exclusions, exclusions f. and h. are deleted and replaced by the following:

   f. "bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" at any time.

      However, this exclusion does not apply to:

      1) "bodily injury" or "property damage":

         a) included within the "products/completed work hazard";
         b) arising from the heat, smoke, or fumes of a fire which becomes uncontrollable or breaks out from where it was intended to be located;

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c) arising from collision or upset of an "auto" or "mobile equipment"; or
d) arising from windstorm, lightning, vandalism or malicious mischief, hail, civil commotion, riot, automatic sprinkler leakage, or explosion; or

2) "bodily injury" arising from:

a) the application of pesticides, herbicides, or fertilizers provided that:

(1) all such applications meet all standards of all statutes, ordinances, regulations, and license requirements of all federal, state, and local governments which apply to those operations; and
(2) the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" does not take place from an "underground storage tank";

b) fumes, vapors, or gases from flooring or wall covering materials or their installation materials (including adhesives);
c) fumes, vapors, or gases from paint, varnish, sealant, adhesive, or building maintenance or cleaning materials;
d) smoke, fumes, soot, or vapor from equipment that is used to heat, cool, or dehumidify a building, or used to heat water for the building's occupants or their guests, if the "bodily injury" was suffered in the building; or
e) chlorine, bromine, sodium hydroxide, sodium bicarbonate, soda ash, diatomaceous earth, muriatic acid, or other chemicals, compounds, or materials used for the maintenance of a swimming pool, whirlpool, or spa.

This exclusion applies whether or not such "pollutants" are used at or in or arise out of "your" business, operations, premises, site, or location.

h. any loss, cost, or expense arising out of any:

1) request, demand, order, statute, or regulation requiring that any "insured" or others test for, abate, 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 any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

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This endorsement changes
the policy
-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- FUNGUS OR RELATED PERILS
COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

Under Definitions, the following definition is added:

"Fungus or related perils" means:

a. a fungus, including but not limited to mildew and mold;

b. a protist, including but not limited to algae and slime mold;

c. wet rot;

d. dry rot;

e. a bacterium; or

f. a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following exclusions are added under Coverage E and Coverage U, item 2. Exclusions:

"We" do not pay for:

a. actual or alleged "bodily injury", "property damage", or "personal and advertising injury" that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to "fungus or related perils".

   However, this exclusion does not apply to:

   1) "bodily injury" that results from a fungus cultivated or harvested for human consumption or a food-borne or beverage-borne bacterium that causes illness commonly known as food poisoning (Food-borne or beverage-borne bacteria that cause illness commonly known as food poisoning include but are not limited to Staphylococcus aureus, Salmonella, Clostridium perfringens, Campylobacter, Listeria monocytogenes, Vibro parahaemolyticus, Bacillus cereus, and Escherichia coli.); or
   2) "bodily injury" suffered by an "employee" of an "insured" while performing duties in connection with the "insured's" farming operations, but only to the extent that "bodily injury" to an "insured's" "employees" is covered by this policy.

b. any loss, cost, or expense arising out of any request, demand, or order that any "insured" or others test for, monitor, clean up, abate, remediate, dispose of, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus or related perils".

c. any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, abating, remediating, disposing of, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "fungus or related perils".

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This endorsement changes
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-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- DATA BREACH LIABILITY
COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

1. Exclusion m. under Coverage E, item 2. Exclusions, is deleted and replaced by the following:

   m. any of the following:

      1) "bodily injury", "property damage", or "personal and advertising injury" arising out of disclosure of or access to private or confidential information belonging to any person or organization; or
      2) any loss, cost, expense, or "damages" arising out of damage to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

   This exclusion also applies to "damages" for any expenses incurred by "you" or others arising out of 1) or 2) above, including expenses for credit monitoring, notification, forensic investigation, and legal research.

2. Exclusion x. under Coverage U, item 2. exclusions, is deleted and replaced by the following:

   x. any of the following:

      1) "bodily injury", "property damage", or "personal and advertising injury" arising out of disclosure of or access to private or confidential information belonging to any person or organization; or
      2) any loss, cost, expense, or "damages" arising out of damage to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

   This exclusion also applies to "damages" for any expenses incurred by "you" or others arising out of 1) or 2) above, including expenses for credit monitoring, notification, forensic investigation, and legal research.

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ENDORSEMENT # 9

This endorsement, effective 12:01 a.m.,04/01/2020 forms a part of

Policy No.PPP7444421 issued to Winston Towers No. 5 Association

by **Greenwich Insurance Company**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

TERRORISM SELF-INSURED RETENTION
COVERAGE U

(The entries required to complete this endorsement
will be shown below or on the "declarations")

SCHEDULE

Terrorism Self-insured Retention: $1,000,000 Each Certified Act Of Terrorism

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

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1. The following definition is added:

"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:

1) to be an act of terrorism;
2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
3) to have resulted in damage:

   a) within the United States; or
   b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a 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), regardless of where the loss occurs; or at the premises of any United States mission;

4) 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; and
5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.

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2. The following provision is added:

   If aggregate insured losses attributable to terrorist acts certified under the 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.

3. Definition 29. is deleted and replaced by the following:

   "Self-insured retention" means the dollar amount shown in the Schedule above that will be first paid by the "insured" before this insurance becomes applicable.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

With respect to a "certified act of terrorism", Item 1.a. under Coverage U is deleted and replaced by the following:

a. "We" will pay on behalf of the "insured" those sums in excess of the "self-insured retention" for which an "insured" becomes legally obligated to pay as "damages" due to "bodily injury", "property damage", or "personal and advertising injury" caused directly or indirectly by a "certified act of terrorism".

   "We" have no duty to assume control of the investigation, defense, or settlement of any claim made or "suit" brought against the "insured". "We" will have the right to defend or the right to participate with the "insured" in the defense, investigation, and settlement of "suits" against the "insured" seeking "damages" to which this insurance may apply.

   If "we" are prevented by law or statute from assuming the obligations specified under this provision, "we" will pay any expenses incurred with "our" consent.

   However, "we" have no duty to defend the "insured" against a "suit" seeking "damages" to which this policy does not apply.

WHAT MUST BE DONE IN CASE OF LOSS

With respect to a "certified act of terrorism", the following is added to item 2. Notice:

"You" must notify "us" immediately in writing of any claim or "suit" which seeks "damages" in an amount which is fifty (50) percent or more of the amount of the "self-insured retention" shown in the Schedule above.

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ENDORSEMENT # 10

This endorsement, effective 12:01 a.m., 04/01/2020 forms a part of

Policy No. PPP7444421 issued to: Winston Towers No. 5 Association

By: **Greenwich Insurance Company**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION AND PRODUCT EXCLUSION – INCLUDING CONSTRUCTION DEFECTS WITH LIMITED EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS /UMBRELLA LIABILITY POLICY

The following exclusions are added under Coverage E and Coverage U, Item 2. Exclusions:

"We" do not pay for:

any liability, "damages", loss, cost or expense for ongoing operations and completed operations, including but not limited to defense expenses, because of "bodily injury", "property damage", "personal and advertising injury" arising out of the following:

1. "Construction" performed by or on behalf of any "insured". This policy shall not apply to any expenses to defend any claim or "suit" alleging "damages" arising out of "construction" or to contribute to any "insured" defense of such claim or "suit" with any other insurer;

2. Alleged defective work or any defective "products" installed into, arising out of "construction" at the location shown in the declarations or the location(s) shown in the endorsement entitled Certificate Holder & Locations. This policy shall not apply to any expenses to defend any claim or "suit" alleging "damages" arising out of said defective work or defective "products" or to contribute to any "insured" defense of such claim or "suit" with any other insurer;

3. Liability of the "insured" assumed under a "covered contract" for claims arising from Items 1 and 2 above;

4. Any claim or "suit" against any "insured" alleging a failure to properly maintain the property;

5. Any claim or "suit" against any "insured" arising out of a negligent act, error or omission by any "insured" or its "employees", property managers, officers and/or directors that caused damage arising out of "construction" or contributed to such damages;

6. Items 1 through 5 of this endorsement do not apply to operations necessary or incidental to maintenance of existing buildings or structures at the insured location, including non-structural interior modifications and tenant preparation activities, but not limited to painting, plumbing repairs, or electrical repairs, performed on a single building or structure.

For the purposes of this endorsement "construction" means any construction, remodeling, upgrades, landscaping or repairs performed, or "products" installed into or on real property or improvements, including but not limited to any structure, common areas, streets, utilities, or other improvements, that are appurtenant to any building, property or structure and including but not limited to streets, roads, pools, sewers, or other improvements to real property.

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ENDORSEMENT # 11

This endorsement, effective 12:01 a.m., 04/01/2020 forms a part of

Policy No. PPP7444421 issued to Winston Towers No. 5 Association

by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

AMENDED DEFINITION PERSONAL AND ADVERTISING INJURY COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

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1. Under Definitions, Item 23. “Personal and advertising injury” is amended to include:

   a. discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

      1. not done intentionally by or at the direction of any insured; and

      2. not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

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