POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

FLORIDA POLICYHOLDER NOTICE –
ADDENDUM TO THE DECLARATIONS
FLORIDA STATUTES §626.924 (2)

THIS POLICY IS ISSUED BY A NON-ADMITTED OR SURPLUS LINES INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Notification

CHANGE TO INSURER'S ADDRESS

Please be advised that all references to the address 175 Water Street, New York, NY 10038 contained in the Policy, Policy Declarations, riders, endorsements, and Policy notices are hereby deleted in their entirety and replaced with the following: 1271 Ave of the Americas FL 37, New York, NY 10020-1304

All other terms and conditions of the Policy remain the same.

Common Policy Declarations

DECLARATIONS

NAME AND ADDRESS OF PRODUCER/AGENT	INSURANCE COMPANY
K&K Insurance Group, Inc. **1712 Magnavox Way** **P.O. Box 2338** **Fort Wayne, IN 46801**	AIG Specialty Insurance Company (being a capital stock company) 175 Water Street, 18th Floor, New York, NY 10038
NAME AND MAILING ADDRESS OF NAMED INSURED Sports, Leisure & Entertainment RPG DBA: National Recreation and Park Association - Combined Teams/Leagues 1712 Magnavox Way Fort Wayne, IN 46804	**POLICY NUMBER** 9YAPG0001334487200 **POLICY PERIOD** FROM: June 30, 2024 TO: June 30, 2027 At 12:01A.M. standard time at the mailing address shown

THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION

The Named Insured is: Refer to Member Certificate

Business Description: National Recreation and Park Association - Combined Teams/Leagues

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

		PREMIUM
Commercial Property Coverage Part		
Commercial General Liability Coverage Part		As received/approved
Commercial Crime Coverage Part		
Commercial Inland Marine Coverage Part		
Miscellaneous Professional Liability		
Commercial Umbrella/Excess Liability		
	TOTAL	As received/approved

The Policy Writing Nonrefundable Minimum Premium is Refer to Member Certificate

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Form(s) and Endorsement(s) Applicable To All Coverage Parts
Refer to "Forms Schedule"

Countersigned:

By

Authorized Representative

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

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

SCHEDULE OF FORMS AND ENDORSEMENTS

Form Number	Form Name
	COMMON
91222 (09/16)	Policyholder Notice – Commission
101762 (06/09)	Florida Policyholder Notice-Addendum to the Declarations FLORIDA STATUTES §626.924 (2) [SURPLUS LINES]
141636 (05/21)	Policyholder Notification - Change in Corp Address
PRG 3947 (06/16)	Common Policy Declarations (Package) – AIG Specialty Ins. Co.
128404 (12/20)	Schedule of Forms and Endorsements
57120 (05/93)	Montana Amendatory Endorsement - Conformity with Montana Statutes (MT)
135934 (07/23)	Have a Complaint or Need Help? Texas Notice (Complaint Notice) (TX)
52131 (11/03)	Arkansas Amendatory Endorsement (AR)
77657 (08/20)	Connecticut Cancellation/Nonrenewal Amendatory Endorsement (CT)
119628 (08/15)	Florida Cancellation/Nonrenewal Endorsement for Non-Admitted Policies Only (FL)
52138 (01/14)	Georgia Amendatory Endorsement (GA)
52143 (10/23)	Indiana Amendatory Endorsement (IN)
52140 (06/91)	Iowa Amendatory Endorsement (IA)
78807 (06/11)	Louisiana Amendatory Endorsement (LA)
PRG 7008 (03/21)	Maine Changes – Cancellation and Nonrenewal (Surplus Lines) (ME)
52152 (11/06)	Mississippi Cancellation/Nonrenewal Amendatory Endorsement (MS)
52153 (06/12)	Montana Amendatory Endorsement (MT)
52156 (05/94)	Nebraska Amendatory Endorsement (NE)
52165 (05/08)	Pennsylvania Amendatory Endorsement (PA)
52167 (06/21)	South Carolina Amendatory Endorsement (SC)
52173 (06/91)	Vermont Amendatory Endorsement (VT)
PRG 2084 (01/22)	Service of Suit Condition- AIG Specialty
89644 (06/13)	Economic Sanctions Endorsement (OFAC)
118477 (03/15)	Notice on Taxes Assessments Surcharges
142145 (01/23)	Claims Reporting Notice
IL0017 (11/98)	Common Policy Conditions (except WA)
IL0146 (08/10)	Washington Common Policy Conditions (WA)
125595 (03/20)	Federal Share of Compensation Under TRIA and Cap on Losses Endorsement
IL0003 (09/08)	Calculation of Premium (except HI, NE, NY)
IL0003 (09/07)	Calculation of Premium (applies only to HI)
IL0003 (08/07)	Calculation of Premium (applies only to NE)
IL0185 (08/08)	New York Changes - Calculation of Premium (NY)
IL0022 (05/87)	Effective Time Changes – Replacement of 12 Noon
IL0021 (09/08)	Nuclear Energy Liability Exclusion Endorsement (Broad Form) (except HI, NE, NY, WA)
IL0021 (07/02)	Nuclear Energy Liability Exclusion Endorsement (Broad Form) (applies only to HI)
IL0021 (05/02)	Nuclear Energy Liability Exclusion Endorsement (Broad Form) (applies only to NE)
IL0023 (07/02)	Nuclear Energy Liability Exclusion Endorsement (applies only to NY)
IL0198 (09/08)	Nuclear Energy Liability Exclusion Endorsement (Broad Form) (applies only WA)
IL0935 (07/02)	Exclusion of Certain Computer-Related Losses (Except TX, VA)
PRG 4306 (12/23)	Amendment of Limits Changes to Master Policy
PRG 4300 (12/23)	Exclusion Recreational Vehicles and Activities
PRG 4298 (12/23)	Exclusion Designated Operations
PRG 4302 (12/23)	Limitation of Coverage to Designated Operations
	GENERAL LIABILITY

PRG 4291 (12/23)	Commercial General Liability Policy Declarations
PRG 4292 (12/23)	Commercial General Liability Declarations Extension
CG0001 (04/13)	Commercial General Liability Coverage Form
128499 (11/21)	Earned Premium
PRG 4301 (12/23)	Fireworks Exclusion
CG4029 (09/22)	Sexual Abuse or Sexual Molestation Exclusion
62898 (07/12)	Radioactive Matter Exclusion
CG2147 (12/07)	Employment-Related Practices Exclusion
58332 (08/07)	Lead Exclusion
58989 (10/93)	Oklahoma Amendatory Disclosure Notice/Consent Form Lead (OK)
64004 (07/12)	ERISA Exclusion
78689 (07/03)	Fungus Exclusion
82540 (07/12)	Asbestos and Silicosis Exclusion
CG2149 (09/99)	Total Pollution Exclusion
115924 (10/13)	Indiana Amendatory - Definition of Pollutants (IN)
117231 (01/14)	Indiana Amendatory Endorsement – Definition of Pollutants (only applies to TN)
CG2106 (12/23)	Exclusion – Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception (except CA, HI, NY, TX)
CG2106 (05/14)	Exclusion – Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception (applies to CA, HI, NY, TX)
CG4014 (12/20)	Cannabis Exclusion
109159 (10/11)	Arkansas Changes ("Occurrence Definition Amended) (AR)
CG2132 (05/09)	Communicable Disease Exclusion Endorsement
CG2401 (12/04)	Non-Binding Arbitration (applies only to VT)
CG4032 (05/23)	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
141728 (11/21)	Commercial General Liability Broadening Endorsement
PRG 4304 (12/23)	Professional Liability Coverage Endorsement
PRG 4305 (12/23)	Sexual Misconduct Liability Coverage Endorsement
PRG 4293 (06/24)	Abuse, Molestation, Harassment or Sexual Conduct Defense Costs Reimbursement Endorsement
PRG 4308 (12/23)	Legal Liability to Participants
PRG 4309 (12/23)	Limited Coverage – Neurodegenerative Injury to Specified Players for Sports or Athletic Activities
PRG 4299 (12/23)	Medical Payments for Participants
PRG 4288 (12/23)	Primary and Noncontributory - Other Insurance Provision – Designated Person or Org.
CG2404 (12/19)	Waiver of Transfer of Rights of Recovery Against Others to Us
CG2011 (12/19)	Additional Insured - Managers or Lessors of Premises
CG2026 (12/19)	Additional Insured - Designated Person or Organization
CG2028 (12/19)	Additional Insured – Lessor of Leased Equipment
CG2035 (12/19)	Additional Insured – Grantor of Licenses
141902 (02/22)	Hired Auto and Non-Owned Auto Liability Endorsement
PRG 4296 (12/23)	Exclusion Bodily Injury to Participants While in a Hired Auto or Non-Owned Auto
PRG 4307 (12/23)	Exclusion Multi Passenger Auto

This policy may contain additional coverages. If an additional coverage is not listed in the Member Certificate, such additional coverage, including its corresponding endorsement, does not apply to that Member Certificate. State specific endorsements apply only to Member Certificates located in that state.

Named Insured: Sports, Leisure & Entertainment RPG

Agent Name: Agent No.

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

MONTANA AMENDATORY ENDORSEMENT
CONFORMITY WITH MONTANA STATUTES

In consideration of the premium charged, it is hereby agreed that this policy is amended by the addition of the following provision:

CONFORMITY WITH MONTANA STATUTES

The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the Insured resides on or after the effective date of this policy.

All other terms, conditions and exclusions shall remain the same.

Julia A. Oser

Authorized Representative

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

AIG Specialty Insurance Company
To get information or file a complaint with your insurance company or HMO:
Call: AIG at 212-770-7000
Toll-free: 866-397-1933
Email: GCMS@aig.com
Mail: Attn: Complaints, 1271 Avenue of the Americas, Floor 37
New York, NY 10020-1304

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state: Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

AIG Specialty Insurance Company
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:
Llame a: AIG al 212-770-7000
Teléfono gratuito: 866-397-1933
Correo electrónico: GCMS@aig.com
Dirección postal: Attn: Complaints, 1271 Avenue of the Americas, Floor 37
New York, NY 10020-1304

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:
Llame con sus preguntas al: 1-800-252-3439 Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

ARKANSAS AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supercedes any provision to the contrary:

A. CANCELLATION

If this policy has been in effect for more than sixty (60) days or is a renewal policy, the Insurer shall not cancel this policy unless such cancellation is based upon at least one (1) of the following reasons:

(a) Nonpayment of premium;

(b) Fraud or material misrepresentation made by or with the knowledge of the Insured or Other Insured(s) in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(c) The occurrence of material change in the risk which substantially increases any hazard insured against after policy issuance;

(d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against under the policy;

(e) Nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the Insurer issuing the policy require payment thereof as a condition of the issuance and maintenance of the policy; or

(f) A material violation of a material provision of the policy.

The Insurer may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the First Named Insured and any lienholder or loss payee named in the policy at least:

a. Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium.

b. Twenty (20) days before the effective date of cancellation if cancellation is due to any other reason.

If cancellation is due to nonpayment of premium, notice should state the reason for cancellation.

B. NONRENEWAL

If the Insurer decides not to renew the policy, the Insurer shall mail written notice to the First Named Insured shown in the Declarations at least sixty (60) days before:

(a) its expiration date; or

(b) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, the Insurer is not required to send this notice if nonrenewal is due to the Insured's failure to pay any premium required for renewal.

The Insurer will mail its notice to the First Named Insured's last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

Julia A. Oser

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CANCELLATION/NONRENEWAL AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The cancellation condition is deleted in its entirety and replaced by the following:

A. CANCELLATION

1. The Named Insured may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.
2. Cancellation of policies in effect for less than sixty (60) days.
   a. If this policy has been in effect for less than sixty (60) days and is not a renewal of a policy the Insurer issued, the Insurer may cancel this policy for any reason by giving the Insured written notice of cancellation at least:
      (1) Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
      (2) Thirty (30) days before the effective date of cancellation if the Insurer cancels for any other reason.
   b. Notice of cancellation will state the reasons for cancellation.
3. Cancellation of policies in effect for sixty (60) days or more.
   a. If this policy has been in effect for sixty (60) days or more or this is a renewal of a policy the Insurer issued, the Insurer may cancel this policy by giving the Named Insured written notice of cancellation at least:
      (1) Ten (10) days before the effective date of cancellation if the Insurer cancels for one or more of the following reasons:
         (a) Nonpayment of premium;
         (b) Conviction of a crime arising out of acts increasing the hazard insured against;
         (c) Discovery of fraud or material misrepresentation by the Named Insured or Other Insured(s) in obtaining the policy or in perfecting any claim under the policy;
         (d) Discovery of any willful or reckless act or omission by the Named Insured or Other Insured(s) increasing the hazard insured against; or
         (e) Determination by the Commissioner that continuation of policy would violate/place the Insurer in violation of the law;
      (2) Sixty (60) days before the effective date of cancellation if the Insurer cancels for:
         (a) Physical changes in the property which increase the hazard insured against;
         (b) Substantial loss of reinsurance by the Insurer affecting this line of insurance; or
         (c) A material increase in the hazard insured against.
   b. The Insurer may not cancel policies in effect for sixty (60) days or more or renewal policies for any reason other than the reasons described in Paragraph 3.a. above.
4. At least ninety (90) days advance notice of cancellation will be given for any professional liability policy.

5. The Insurer will give notice to the Insured at the Insured's last mailing address known to the Insurer, sent by registered or certified mail, or mail evidenced by a United States Post Office certificate of mailing, or delivered by the Insurer to the Named Insured by the required date.
6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
7. If the Insurer cancels for nonpayment of premium, the Named Insured may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.
8. If this policy is cancelled, the Insurer will send the Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund. Notice of Cancellation will state that the excess premium (if not tendered) will be refunded on demand.
9. The Commissioner of Insurance will receive written notification at least sixty (60) days prior to the cancellation of a contractual policy that is used with warranty products.

B. NONRENEWAL

1. If the Insurer decides not to renew this policy the Insurer will mail or deliver to the Insured a written notice of nonrenewal, stating the reason for nonrenewal, at least sixty (60) days before the expiration date of this policy. The notice will be sent to the address of the Named Insured last known to the Insurer .
2. At least ninety (90) days advance notice of nonrenewal will be given for any professional liability policy.
3. This notice will be delivered or sent by:

   (a) Registered mail;

   (b) Certified mail; or

   (c) Mail evidenced by a certificate of mailing.

   If notice is mailed, proof of mailing is sufficient proof of notice.
4. However, the Insurer is not required to send this notice if nonrenewal is due to non-payment of premium, or to the Named Insured's failure to pay any advance premium required for renewal.

C. CONDITIONAL RENEWAL

1. If the Insurer intends to renew this policy under terms or conditions less favorable to the Insured than provided under the existing policy, the Insurer shall send a conditional renewal notice at least sixty (60) days before the expiration of the policy. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any reduction in coverage limits, coverage provisions added or revised that reduce coverage or increases in deductibles, under the renewal policy.
2. At least ninety (90) days advance notice of conditional renewal will be given for any professional liability policy.
3. Conditional renewal notices will be delivered or sent by:

   (a) Registered mail;

   (b) Certified mail; or

   (c) Mail evidenced by a certificate of mailing.

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

All other terms, conditions and exclusions shall remain the same.

Julia A. Oser

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

FLORIDA CANCELLATION/NONRENEWAL ENDORSEMENT
For Non-Admitted Policies Only

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy, and 2) "you", "your", "named Insured" and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

It is hereby agreed and understood that the cancellation provision of this policy is to be deleted in its entirety and to be replaced with the following:

A. The Insured shown in the Declarations may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.

B.1. Cancellation for Policies in Effect Ninety (90) Days or Less

If this policy has been in effect ninety (90) days or less the Insurer may cancel this policy by mailing or delivering to the Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or

(b) Twenty (20) days before the effective date of cancellation if the Insurer cancels for any other reason, except the Insurer may cancel immediately if there has been:

1. A material misstatement or misrepresentation; or
2. A failure to comply with underwriting requirements established by the Insurer.

B.2. Cancellation for Policies in Effect for More Than Ninety (90) Days

If this policy has been in effect for more than ninety (90) days the Insurer may cancel this policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) The policy was obtained by a material misstatement;

(c) There has been a failure to comply with underwriting requirements established by us within ninety (90) days of the date of effectuation of coverage;

(d) There has been a substantial change in the risk covered by the policy; or

(e) The cancellation is for all insureds under such policies for a given class of insureds.

If the Insurer cancels this policy for any of these reasons, the Insurer will mail or deliver to the Named Insured written notice of cancellation, accompanied by the reasons for the cancellation at least:

1. Ten (10) days before the effective date of cancellation if cancellation is for the reason stated in B2(a) above; or
2. Forty-five (45) days before the effective date of cancellation if cancellation is for the reasons stated in B2 (b), (c), (d) or (e) above.

B.3. If this policy is cancelled, the Insurer will send the Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata, however, such refund will not be less than 90% of the pro rata unearned premium. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect.

The following is added:

C.1. Non-Renewal

(a) If the Insurer decides not to renew this policy the Insurer will mail or deliver to the Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least forty-five (45) days prior to the expiration of this policy.

(b) Any notice of nonrenewal will be mailed or delivered to the Insured's last mailing address known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

C.2.Renewal

The Insurer shall give the named insured at least forty-five (45) days advance written notice of the renewal premium.

All OTHER TERMS, CONDITIONS, AND EXCLUSION OF THE POLICY REMAIN THE SAME.

Julia A. Oser

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA
AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

CANCELLATION/NONRENEWAL

A. The cancellation condition of this policy is replaced by the following:

1. The First Named Insured shown in the Declarations may cancel this policy by returning the original policy to the Insurer or delivering to the Insurer advance written notice of cancellation stating a future date on which this policy is to be cancelled, subject to the following:

   a. If by statute, regulation or contract this notice must be given to a governmental agency, mortgagee or other third party, the Insurer will mail or deliver notice to the third party at least ten (10) days before the effective date of cancellation. The First Named Insured agrees to mail or deliver a notice to the Insurer at least fifteen (15) days in advance of cancellation.

   b. If only the interest of the First Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the First Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the First Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the First Named Insured.

B. The following is added to the cancellation condition and supersedes any other provisions to the contrary:

If the Insurer decides to:

1. Cancel or nonrenew this policy; or

2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or

3. Change any policy provision which would limit or restrict coverage;

Then:

The Insurer will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the First Named Insured and lienholder, if any, at the last mailing address known to the Insurer. The Insurer will mail or deliver notice at least:

1. Ten (10) days before the effective date of cancellation if this policy has been in effect less than sixty (60) days or if the Insurer cancels for nonpayment of premium; or

2. Forty-five (45) days before the effective date of cancellation if this policy has been in effect sixty (60) or more days and the Insurer cancels for a reason other than nonpayment of premium; or

3. Forty-five (45) days before the expiration date of this policy if the Insurer decides to nonrenew, increase the premium or limit or restrict coverage. In those instances where an increase in premium exceeds 15%, the notice to the Insured shall indicate the dollar amount of the increase.

If the Insurer fails to provide notice pursuant to paragraph 1, 2 or 3 above, then the Insured is entitled to purchase, under the the same premiums and policy terms and conditions, an additional 30 day period of insurance coverage beyond the termination date of this policy; provided, however, that the Insured shall tender the premium amount, computed on a pro rata basis, to the Insurer on or before the termination date.

All other terms, conditions, and exclusions remain unchanged.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

In consideration of the premium charged, the cancellation provision of the policy is amended as follows:

CANCELLATION AND NONRENEWAL

A. The Insurer may cancel a policy of insurance that has been in effect ninety (90) days or less by providing a written notice of cancellation to a person insured under the policy at least:

   (1) ten (10) days before cancelling if the Insured has failed to pay a premium;

   (2) twenty (20) days before cancelling if the Insured or Other Insured (s) have perpetrated fraud or material misrepresentation upon the Insurer; or

   (3) thirty (30) days before cancelling for any other reason.

B. The Insurer may not cancel a policy of insurance that has been in effect more than ninety (90) days that the Insurer has written unless:

   (1) the Insured under the policy has failed to pay the premium;

   (2) there is a substantial change in the scale of risk covered by the policy;

   (3) the Insured or Other Insured(s) has perpetrated a fraud or material misrepresentation upon the Insurer;

   (4) the Insured or Other Insured(s) has failed to comply with reasonable safety recommendations; or

   (5) reinsurance of the risk associated with the policy has been cancelled.

C. The Insurer shall mail a written notice of cancellation to a person insured under a policy issued by the Insurer that has been in effect more than ninety (90) days at least:

   (1) forty-five (45) days before cancelling the policy for any reason set forth in B(2),(4), or (5) above;

   (2) thirty (30) days before cancelling a medical malpractice policy for any reason set forth in B(1) - (5) above;

   (3) twenty (20) days before cancelling the policy for the reason set forth in B(3) above;

   (4) ten (10) days before cancelling the policy for the reason set forth in B(1) above.

D. If the Insurer refuses to renew a policy of insurance written by the Insurer, the Insurer shall provide written notice of nonrenewal to the Insured:

(1) at least forty-five (45) days before the expiration date of the policy, if the coverage provided is for one (1) year, or less; or

(2) at least forty-five (45) days before the anniversary date of the policy, if the coverage provided is for more than one (1) year.

All other provisions of this policy remain the same.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

CANCELLATION AND NONRENEWAL

A. The cancellation policy condition is replaced by the following:

1. The First Named Insured shown in the Declarations may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.

2a. The Insurer may cancel this policy by mailing or delivering to the First Named Insured and any loss payee, written notice of cancellation at least:

(1) 30 days before the effective date of cancellation if the Insurer cancels due to loss of reinsurance coverage; or

(2) 10 days before the effective date of cancellation if the Insurer cancels for any other reason.

2b. If this policy is a new policy and has been in effect for less than 60 days, the Insurer may cancel for:

(1) loss of reinsurance subject to 2d. below; or

(2) any other reason.

2c. If this policy has been in effect for 60 days or more, or is a renewal of a policy the Insurer issued, the Insurer may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Misrepresentation or fraud made by or with the knowledge of the First Named Insured or Other Insured(s) in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;

(3) Acts or omissions by the First Named Insured or Other Insured(s) that substantially change or increase the risk insured;

(4) Determination by the commissioner that the continuation of the policy would jeopardize the Insurer's solvency or would place the Insurer in violation of the laws of this or any other state;

(5) The First Named Insured or Other Insured(s) has acted in a manner which he or she knew or should have known was in violation or breach of a policy term or condition; or

(6) Loss of reinsurance, subject to 2d. below.

2d. The Insurer may cancel due to loss of reinsurance which provides coverage to the Insurer for a significant portion of the underlying risk insured, but only if the commissioner determines that such cancellation is justified.

3. The Insurer will mail or deliver the notice of cancellation to the First Named Insured's and any loss payee's last mailing address known to the Insurer.

4. Notice of cancellation will state:

(1) The reason for cancellation; and

(2) The effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, the Insurer will send the First Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If the Insurer decides not to renew this policy, the Insurer will mail or deliver written notice of nonrenewal to the First Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:
   a. The Insurer has offered to issue a renewal policy; or
   b. The First Named Insured has failed to pay a premium due to any advance premium required for renewal.
2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

All other terms, conditions and exclusions remain unchanged.

Julia A. Oser

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA
AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2)"First Named Insured" and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supersedes any provision to the contrary:

A. The First Named Insured may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.

   Within thirty days following such cancellation the insurer shall pay to the insured or to the person entitled thereto as shown by the insurer's records, any unearned portion of any premium paid on the policy as computed on a pro rata basis. If no premium has been paid on the policy, the insured shall be liable to the insurer for premium for the period during which the policy was in force.

B. CANCELLATION OF NEW POLICIES IN EFFECT FOR LESS THAN SIXTY (60) DAYS

   If this policy has been in effect for less than sixty (60) days and is not a renewal, the Insurer may cancel this policy for any reason, by mailing or delivering to the First Named Insured written notice of cancellation at least ten (10) days before the effective date of cancellation due to the nonpayment of premium and at least sixty (60) days before the effective date of cancellation for any other reason. Like notice must also be delivered or mailed to each mortgagee, pledge or other known person shown in the policy to have an interest in any loss which may occur.

C. CANCELLATION OF RENEWAL POLICIES AND NEW POLICIES IN EFFECT FOR SIXTY (60) DAYS OR MORE

   If this policy has been in effect for sixty (60) days or more, or is a renewal of a policy the Insurer issued, the Insurer may cancel only for one or more of the following reasons:

   (1) Nonpayment of premium;

   (2) Fraud or material misrepresentation made by, or with the knowledge of, the First Named Insured or Other Insured(s) in obtaining the policy, continuing the policy, or in presenting a claim under a policy;

   (3) Activities or omissions by the First Named Insured which change or increase any hazard insured against, (including a failure to comply with loss control recommendations);

   (4) Change in the risk which increases the risk of loss after the Insurer issued or renewed this policy, including an increase in exposure due to regulation, legislation, or court decision;

   (5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize the solvency of the Insurer or would place the Insurer in violation of the insurance laws of this or any other state;

   (6) The violation or breach of any policy terms or conditions by the Insured or Other Insured(s); or

   (7) Any other reasons that are approved by the Commissioner of Insurance.

   The Insurer will mail or deliver written notice of cancellation under item C to the First Named Insured at least:

   (a) Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or

   (b) Thirty (30) days before the effective date of cancellation if the insurer cancels for a reason described in C. (2) through (7) above.

   Like notice must also be delivered or mailed to each mortgagee, pledgee or other known person shown in the policy to have an interest in any loss which may occur.

D. THE FOLLOWING IS ADDED:

NONRENEWAL

1. If the Insurer decides not to renew this policy, the Insurer will mail or deliver written notice of nonrenewal to the First Named Insured, at least sixty (60) days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date. Like notice must also be delivered or mailed to each mortgagee, pledgee or other known person shown in the policy to have an interest in any loss which may occur.

2. The Insurer need not mail or deliver this notice if:

   (a) The Insurer or another company within the same insurance group has offered to issue a renewal policy; or

   (b) The First Named Insured has obtained replacement coverage or has agreed in writing to obtain replacement coverage.

3. Any notice of nonrenewal will be mailed or delivered to the First Named Insured at the last mailing address known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Such notice shall include the insured's loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage.

All other terms, conditions and exclusions remain unchanged.

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

MAINE CHANGES – CANCELLATION AND NONRENEWAL (Surplus Lines)

This endorsement modifies insurance provided under the policy:

A. It is hereby agreed and understood that any cancellation provision of this policy is deleted in its entirety and replaced with the following:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured shown in the Declarations. If we cancel, cancellation will not be effective unless such notice of cancellation is received by the first Named Insured at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 14 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation to the first Named Insured will state the effective date of and the reasons for cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the fifth calendar day after mailing.

B. It is hereby agreed and understood that any nonrenewal provision of this policy is deleted in its entirety and replaced with the following:

Nonrenewal

If we decide to renew this policy, we will mail or deliver notice of nonrenewal to the first Named Insured shown in the Declarations. Nonrenewal will not be effective unless such notice of nonrenewal is received by the first Named Insured at least 14 days before the expiration date of the policy. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the fifth calendar day after mailing.

All other terms and conditions of the policy remain the same.

Julia A. Oser

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSISSIPPI CANCELLATION/NONRENEWAL AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "Named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

In compliance with the Insurance Regulations of the State of Mississippi, the cancellation and nonrenewal provisions are deleted from the policy and replaced with the following:

Cancellation/Nonrenewal

This policy may be cancelled by the Insured by mailing to the Insurer written notice stating when such cancellation shall be effective.

This policy may be cancelled or nonrenewed by the Insurer by mailing or delivering a notice of cancellation or nonrenewal to the Named Insured and all Named Creditor Loss Payees at least thirty (30) days prior to the effective date of cancellation or nonrenewal.

The term “Named Creditor Loss Payee” shall include, but is not limited to, any lienholder, creditor, or lessor who has an interest in the insured property and whose existence is made known in writing to the insurance company who has written coverage for said insured property.

Where cancellation is for nonpayment of premium, ten (10) days notice of cancellation will be given to the Named Insured and all Named Creditor Loss Payees.

Reduction in Coverage

A reduction in coverage will not be effective unless notice is mailed or delivered to the Insured and all Named Creditor Loss Payees at least thirty (30) days prior to the effective date of such reduction.

All other terms and conditions of the policy remain the same.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA
AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" mean the insurance company which issued this policy; and 2) "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supercedes any provision to the contrary:

This policy may be cancelled by the Insurer within sixty (60) days after the effective date of the policy without cause. Written notice shall be by first class mail or delivered to the Insured stating when, not less than ten (10) days after mailing or delivery, cancellation shall be effective. This section shall not apply to any renewal policy issued by the Insurer to the Insured.

After this policy has been in effect for sixty (60) days or more, the Insurer shall not cancel the policy prior to the expiration of the agreed term or one year from the effective date of the policy or renewal, whichever is less, except for one or more of the following reasons:

1. For reasons specifically allowed by statute;
2. Failure to pay a premium when due;
3. On grounds stated in the policy which pertain to the following:
   (a) Material misrepresentation;
   (b) Substantial change in the risk assumed, except to the extent that the Insurer should reasonably have foreseen the change or contemplated the risk when the contract was written;
   (c) Substantial breaches of contractual duties, conditions or warranties;
   (d) Determination by the Commissioner that continuation of the policy would place the Insurer in violation of this code;
   (e) Financial impairment of the Insurer; or
   (f) Any other reason approved by the Commissioner.

Written notice shall be by first class mail or delivered to the Insured stating when, not less than ten (10) days after the mailing or delivery, cancellation shall be effective.

A policy issued for a term longer than 1 year or for an indefinite term may be cancelled by the Insurer if notice of cancellation is issued 45 days prior to the anniversary date of the policy.

The Insurer shall mail or deliver at least forty-five (45) days prior to the expiration date provided in the policy, notice to the Insured that the Insurer does not intend to renew the policy beyond the expiration date.

The Insurer will give notice of premium due by the Insured not more than sixty (60) days or less than thirty (30) days before the due date of a renewal premium. This notice will clearly state the effect of nonpayment of premium on or before the due date.

These nonrenewal provisions do not apply if:

a the Insured has obtained insurance elsewhere, has accepted replacement coverage, or has requested or agreed to nonrenewal; or

b the policy is expressly designated as nonrenewable.

All other terms, conditions and exclusions of this policy not inconsistent with the terms of this Endorsement shall remain the same.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CANCELLATION/NONRENEWAL AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

CANCELLATION

In consideration of the premium charged, it is hereby understood and agreed that the cancellation and non-renewal provision of this policy is replaced by the following:

(1) The Insurer shall give the Insured sixty (60) days written notice prior to cancellation or nonrenewal of this policy, except the Insurer may cancel upon ten (10) days written notice to the Insured for nonpayment of premium. Such notice shall state the reason for cancellation or nonrenewal. These provisions shall not apply to nonrenewal of a policy which has a specified term of sixty (60) days or less, unless the policy has been previously renewed.

(2) Notwithstanding Section (1), this policy may not be canceled by the Insurer if it has been in effect for sixty (60) days or is a renewal policy, except for one of the following reasons:

   (a) Nonpayment of premium;

   (b) The policy was obtained through a material misrepresentation;

   (c) The Insured or Other Insured(s) has submitted a fraudulent claim;

   (d) The Insured or Other Insured(s) has violated any of the terms and conditions of the policy;

   (e) The risk originally accepted has substantially increased;

   (f) Certification to the Director of Insurance of loss of reinsurance by the Insurer which provided coverage to the Insurer for all or a substantial part of the underlying risk insured; or

   (g) The determination by the Director that the continuation of the policy could place the Insurer in violation of the insurance laws of the state.

(3) Notice of cancellation or nonrenewal shall be directed to the Insured's last known mailing address. Notice shall be effected by registered, certified, or first class mail. If sent by first class mail, a U.S. postal service certificate of mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate.

All other terms, conditions and exclusions shall remain the same.

Julia A. Oser
Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "named Insured" and "Insured" mean the Named Corporation, Named Entity, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page.

The following is added and supercedes any provision to the contrary:

Cancellation/Nonrenewal

Canceling a policy midterm is prohibited except if:

1) A condition material to insurability has changed substantially;
2) Loss of reinsurance or a substantial decrease in reinsurance has occurred;
3) Material misrepresentation by the Insured;
4) Policy was obtained through fraud;
5) The Insured has failed to pay a premium when due;
6) The Insured has requested cancellation;
7) Material failure to comply with terms;
8) Other reasons that the commissioner may approve.

Notice Requirements for Midterm Cancellation and Nonrenewal

Notice shall be mailed by registered or first class mail by the Insurer directly to the named Insured. Written notice will be forwarded directly to the named Insured at least sixty (60) days in advance of the termination date unless one or more of the following exists:

1) The Insured has made a material misrepresentation which affects the insurability of the risk, in which case the prescribed written notice of cancellation shall be forwarded directly to the named Insured at least fifteen (15) days in advance of the effective date of termination.
2) The Insured has failed to pay a premium when due, whether the premium is payable directly to the Insurer or its agents or indirectly under a premium finance plan or extension of credit, in which case the prescribed written notice of cancellation shall be forwarded directly to the named insured at least fifteen (15) days in advance of the effective date of termination.
3) The policy was cancelled by the named Insured, in which case written notice of cancellation shall not be required and coverage shall be terminated on the date requested by the Insured. Nothing in these three sections shall restrict the Insurer's right to rescind an insurance policy ab initio upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by the Insurer.

The notice shall be clearly labeled "Notice of Cancellation" or "Notice of Nonrenewal". A midterm cancellation or nonrenewal notice shall state the specific reasons for the cancellation or nonrenewal. The reasons shall identify the condition or loss experience which caused the midterm cancellation or nonrenewal. The notice shall provide sufficient information or data for the Insured to correct the deficiency.

A midterm cancellation or nonrenewal notice shall state that, at the Insured's request, the Insurer shall provide loss information to the Insured for at least three years or the period of time during which the Insurer has provided coverage to the Insured, whichever is less. Loss information on the Insured shall consist of the following:

1) Information on closed claims, including date and description of occurrence, and amount of payments, if any;

2) Information on open claims, including date and description of occurrence, amount of payment, if any, and amount of reserves, if any;

3) Information on notices of occurrence, including date and description of occurrence and amount of reserves, if any.

The Insured's written request for loss information must be made within ten (10) days of the Insured's receipt of the midterm cancellation or nonrenewal notice. The Insurer shall have thirty (30) days from the date of receipt of the Insured's written request to provide the requested information.

Notice of Increase in Premium

The Insurer shall provide not less than thirty (30) days notice to the Insured of an increase in renewal premium. The notice of renewal premium increase will be mailed or delivered to the Insured's last known address. If notice is mailed, it will be by registered or first class mail.

Return of Unearned Premium

Cancellation Initiated By Insurer – Unearned premium must be returned to the Insured not later than ten (10) business days after the effective date of termination.

Cancellation Initiated by Insured – Unearned premium must be returned to the Insured not later than thirty (30) days after the effective date of termination.

All other terms, conditions and exclusions shall remain the same.

Julia A. Oser

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "Insured" means the Named Corporation, Named Entity, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page;

The following is added and supersedes any provision in the policy to the contrary:

CANCELLATION:

This policy may be cancelled by the Insured by surrender thereof to the Insurer or any of its authorized agents or by mailing to the Insurer written notice stating when thereafter the cancellation shall be effective.

If this policy has been in effect for less than 120 days and is not a renewal of a previously existing policy, this policy may be cancelled by the Insurer for any reason by delivering or mailing to the Insured at the address shown in this policy, written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. Where the reason for cancellation is nonpayment of premium however, not less than ten (10) days written notice shall be furnished by the Insurer.

If this policy has been in effect for 120 days or more, or is a renewal of a previously existing policy, this policy may be cancelled by the Insurer by delivering or mailing to the Insured and the agent of record, if any, at the address shown in the policy, written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. Where the reason for cancellation is nonpayment of premium however, not less than ten (10) days written notice shall be furnished by the Insurer. This policy may not be cancelled by the Insurer outside the 120 day period if the Insurer had notice of a change in risk prior to the expiration of the 120 day period.

This policy may be cancelled by the Insurer by delivering or mailing to the Insured at the address shown in the policy a written notice stating when such cancellation shall be effective not less than sixty (60) days.

Any notice of cancellation for policies in effect for 120 days or more will state the reason for cancellation. Cancellation under this paragraph shall be based on only one or more of the following reasons:

(1) Nonpayment of premium;

(2) Material misrepresentation of fact which, if known to the Insurer, would have caused the Insurer not to issue the policy;

(3) Substantial change in the risk assumed, except to the extent the Insurer had notice of the risk or should reasonably have foreseen the change or contemplated the risk in writing the policy;

(4) Substantial breaches of contractual duties, conditions, or warranties;

(5) Loss of the Insurer's reinsurance covering all or a significant portion of the particular policy insured; or

(6) Where continuation of the policy would imperil the Insurer's solvency or place the Insurer in violation of the insurance laws of this state.

Prior to cancellation for reasons numbered five (5) and six (6) above, the Insurer shall notify the Insurance Commissioner in writing at least sixty (60) days prior to the effective date of such cancellation.

For purposes of subsection (3) above, substantial change in the risk assumed, if based upon changes in climatic conditions, must be based on statistical data relative to South Carolina that has been approved by the director or his designee as a basis for substantial change in the risk assumed.

NONRENEWAL:

If the Insurer shall elect to nonrenew this policy and such policy is for a period of one year or less, than the Insurer shall mail or deliver written notice of nonrenewal to the Insured and the Insured's agent of record, if any, at least sixty days prior to the expiration date of the policy.

If the Insurer shall elect to nonrenew this policy and such policy is for a period of more than one year or for an indefinite term, than the Insurer shall mail or deliver written notice of nonrenewal to the Insured and the Insured's agent of record, if any, at least sixty days prior to the anniversary date of the policy.

Any notice of nonrenewal will be mailed or delivered to the Insured's and the Insured's agent's at their addresses shown in the policy or, if not reflected therein, at their last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.

Any notice of nonrewal will state the precise reason for nonrenewal.

POLICY RENEWAL NOTICE:

If the Insurer intends to renew a policy, the Insurer shall furnish renewal terms and a statement of the amount of premium or estimated premium due for the renewal policy period.

If the policy being renewed (hereinafter "original policy") is written for a term of one year or less, the renewal terms and statement of premium or estimated premium due shall be furnished to the Insured not less than thirty (30) days prior to the expiration date of the original policy.

If the original policy is written for a term of more than one year or for an indefinite term, the renewal terms and statement of premium or estimated premium due shall be furnished to the Insured not less than thirty (30) days prior to the anniversary date of the original policy.

The Insurer may satisfy its obligation to furnish renewal terms and statement of premium or estimated premium due by either of the following methods:

- mailing or delivering renewal terms and statement to the Insured at his address shown in the policy or, if not reflected therein, at his last known address, not less than thirty (30) days prior to expiration or anniversary; or
- mailing or delivering renewal terms and statement to the agent of record, if any, not less than forty-five (45) days prior to the expiration or anniversary, along with instructions that the agent furnish the renewal terms and statement to the Insured not less than thirty (30) days prior to expiration or anniversary.

If the Insurer fails to furnish the renewal terms and statement of premium or estimated premium due, the Insured may elect to cancel the renewal policy within the thirty-day period following receipt of the renewal terms and statement of premium or estimated premium due. Earned premium for any period of coverage shall be calculated pro rata based upon the premium applicable to the original policy and not the premium applicable to the renewal policy.

All other terms, conditions and exclusions shall remain the same.

Julia A. Oser

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

In consideration of the premium charged, it is hereby understood and agreed that the cancellation provision of this policy is deleted in its entirety and is replaced by following:

CANCELLATION/NONRENEWAL/POLICY RENEWAL

A. CANCELLATION

1. This policy may be cancelled by the Insured by surrender of this policy to the Insurer or by giving written notice to the Insurer stating when thereafter such cancellation shall be effective.
2. Cancellation of policies in effect for less than sixty (60) days.

   If this policy has been in effect for less than sixty (60) days and this policy is not a renewal of a policy the Insurer issued, the Insurer may cancel this policy by:

   a. giving Insured at least fifteen (15) days notice prior to the proposed cancellation date for non-payment of premium ; or

   b. mailing or delivering to the Insured at least forty-five (45) days notice prior to the proposed cancellation date for any other reason.

   If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by use of certified mail.
3. Cancellation of Policies in Effect for Sixty (60) Days or More.

   If this policy has been in effect for sixty (60) days or more, or if this is a renewal of a policy the Insurer issued, the Insurer may cancel this policy only for one or more of the following reasons:

   a. nonpayment of premium;

   b. fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or

   c. substantial increase in hazard provided that cancellation for this reason shall be effective only after prior approval of the commissioner.

   No notice of cancellation of a policy in effect for sixty (60) days or more, shall be effective unless mailed or delivered by the Insurer to the the Insured at least forty-five (45) days prior to the effective date of cancellation, provided, that where cancellation is for non-payment of premium at least fifteen (15) days notice of cancellation shall be given.

   Written notice of cancellation shall include the reason for cancellation and shall be sent by certified mail, except that in the case of cancellation for nonpayment of premium, notice shall be by certified mail or certificate of mailing. The Insurer shall not be held liable in any claim or suit for damages arising solely from the Insurer's compliance with the requirement that the reason for cancellation be specified.

B. NONRENEWAL NOTICE

The Insurer shall not refuse to renew a policy of insurance at its expiration or anniversary if written for a term of more than one year, unless the Insurer or its agent shall mail or deliver to the the First Named Insured, at the address shown in the policy, at least forty-five (45) days advance notice of its intention not to renew. This section shall not apply if the Insurer has manifested its willingness to renew, or in case of nonpayment of premium, or if the Insured fails to pay any advance premium required by the Insurer for renewal. However, notwithstanding the failure of the Insurer to comply with this section, the policy shall terminate on the effective date of any other policy with respect to property designated in both policies. Renewal of a policy shall not constitute a waiver or estoppel with respect to grounds for cancellation which existed before the effective date of such renewal.

Form of Notice

When notice is provided by mail, such notice shall be by certified mail. In the case of cancellation for nonpayment of premium notice shall be sent either certified mail or certificate of mailing.

C. POLICY RENEWAL

If the Insurer has the necessary information to issue the renewal policy of insurance, the Insurer shall confirm in writing at least forty-five (45) days prior to expiration its intention to renew the policy and the premium at which the policy is to be renewed. The Insured shall have the right to renew the policy at this premium.

An Insurer not complying with the above policy renewal procedure, shall grant its Insured renewal coverage at the rate or premium in effect under the expiring or expired policy or at rates lawfully in effect on the expiration date. This shall be done on a pro rata basis and shall continue for forty-five (45) days after the Insurer confirms renewal coverage and premium. This shall not apply if the Insured accepts any renewal policy.

All other terms, conditions and exclusions shall remain the same.

Julia A. Oser

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

SERVICE OF SUIT CONDITION

This endorsement modifies insurance provided under the policy:

The following condition is added to this policy and, if applicable, supersedes any Service of Suit Condition currently provided therein:

In the event of our failure to pay any amount claimed to be due hereunder, we, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, AIG Specialty Insurance Company, 1271 Avenue of the Americas FL 37, New York, NY 10020-1304 or his or her representative, and that in any suit instituted against us upon this Policy, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of the policy remain the same.

Julia A. Oser

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

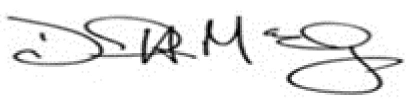
ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



David McElroy
PRESIDENT

Tanya Kent
SECRETARY

POLICYHOLDER NOTICE

Taxes, Assessments and/or Surcharges

The taxes, assessments and/or surcharges shown on the declarations page or any premium schedule are collected on behalf of the applicable State(s) and in accordance with such State's laws and regulations. The payment of these taxes, assessments and/or surcharges is the responsibility of the Named Insured. In the event the applicable State implements a new tax, assessment and/or surcharge or increases such tax, assessment and/or surcharge during the term of this policy, the Named Insured shall remain responsible for the payment of all amounts due under the policy, including those newly implemented or increased taxes, assessments and/or surcharges.

Any newly implemented or increased taxes, assessments and/or surcharges shall apply on the effective date dictated by the applicable State regardless:

1. Of when the Insurance Company implements the new or increased tax, assessment or surcharge into its systems; or
2. If the Insurance Company recalculates the Named Insured's premium in accordance with the policy's terms and conditions as part of a premium audit after the end of the policy period.

CLAIMS REPORTING NOTICE

Written notice of any claim which is reasonably likely to involve this policy should be mailed, faxed or emailed as soon as practicable to our Claims Department at:

Property & Casualty Claims
Phone: 1-800-237-2917
Fax: 312-381-9079
Email: KK.Claims@kandkinsurance.com

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

WASHINGTON COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:

a. Written notice by mail, fax or e-mail;

b. Surrender of the policy or binder; or

c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

a. The date on which notice is received or the policy or binder is surrendered; or

b. The date of cancellation requested by the first Named Insured.

2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 45 days before the effective date of cancellation if we cancel for any other reason;

except as provided in Paragraphs **3.** and **4.** below.

3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:

a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;

b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;

c. Because of its physical condition, the structure is in danger of collapse;

d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;

e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;

f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or

g. The structure is not maintained in substantial compliance with fire, safety and building codes.

4. If:

a. You are an individual;

b. A covered auto you own is of the "private passenger type"; and

c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or

c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or

d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.

5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph **A.3.** above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph **A.3.** above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.

6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:

a. For Division Two – Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.

b. If:

(1) You are an individual;

(2) A covered auto you own is of the "private passenger type";

(3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and

(4) The first Named Insured cancels;

the refund will be not less than 90% of any unearned portion not exceeding $100, plus 95% of any unearned portion over $100 but not exceeding $500, and not less than 97% of any unearned portion in excess of $500.

The cancellation will be effective even if we have not made or offered a refund.

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

B. Changes

The policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspection And Surveys

1. We have the right to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

   a. Are safe or healthful; or

   b. Comply with laws, regulations, codes or standards.

3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Nonrenewal

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:

   a. Expiration of the policy; or

   b. Anniversary date of this policy if this policy has been written for a term of more than one year.

   Otherwise, we will renew this policy unless:

   a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;

   b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or

   c. The policy clearly states that it is not renewable and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.

2. If:

   a. You are an individual;

   b. A covered auto you own is of the "private passenger type"; and

   c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of **G.1.:**

a. We may elect not to renew or continue this policy by mailing or delivering to you and your agent or broker written notice at least 20 days before the end of the policy period, including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing And Labor Coverage.

c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT

This endorsement modifies insurance provided by this Policy:

DISCLOSURE

You should know that where coverage is provided by this Policy for losses resulting from “Certified Acts of Terrorism” (as defined by Section 102 (1) of United States Terrorism Risk Insurance Act), 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 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits United States 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 in a calendar year and if we have met our insurer deductible, we are not liable for the payment of any portion of the amount of such losses that exceeds $100 billion; and for aggregate insured losses up to $100 billion, we will only pay a pro rata share of such insured losses as determined by the Secretary of the Treasury.

All other terms and conditions of the Policy remain the same.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK

A. For policies with fixed terms in excess of one year, or policies with no stated expiration date, except as provided in Paragraph **B.,** the following applies:

The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal or continuation of this policy, we will compute the premium in accordance with our rates and rules then in effect.

B. For policies with fixed terms in excess of one year, where premium is computed and paid annually, the following applies:

1. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. Such rates and rules will be used to calculate the premium at each anniversary, for the entire term of the policy, unless the specific reasons described in Paragraph **2.** or **3.** apply.

2. The premium will be computed based on the rates and rules in effect on the anniversary date of the policy only when, subsequent to the inception of the current policy period, one or more of the following occurs:

a. After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;

b. A material physical change in the property insured, occurring after issuance or last anniversary renewal date of the policy, causes the property to become uninsurable in accordance with underwriting standards in effect at the time the policy was issued or last renewed; or

c. A material change in the nature or extent of the risk, occurring after issuance or last anniversary renewal date of the policy, which causes the risk of "loss" to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.

3. If, subsequent to the inception of the current policy period, the Limit of Insurance is increased, or Additional Coverages or Causes of Loss are insured, the rate and rules in effect at the time of the change will be applied to calculate the premium and will continue to apply to the change at subsequent anniversary dates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EFFECTIVE TIME CHANGES – REPLACEMENT OF 12 NOON

This endorsement modifies the COMMON POLICY DECLARATIONS.

To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

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

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

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

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

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

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

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

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

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

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

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

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

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

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

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

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

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

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

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

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

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

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

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

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

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

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

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

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

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

B. Under any Medical Payments Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

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

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

A. We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.

1. The failure, malfunction or inadequacy of:

a. Any of the following, whether belonging to any insured or to others:

(1) Computer hardware, including microprocessors;

(2) Computer application software;

(3) Computer operating systems and related software;

(4) Computer networks;

(5) Microprocessors (computer chips) not part of any computer system; or

(6) Any other computerized or electronic equipment or components; or

b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.

B. If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:

1. In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or

2. Under the Commercial Property Coverage Part:

a. In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or

b. In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.

C. We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

CHANGES - MASTER POLICY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

A. The Coverage Form preamble is replaced by the following:

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

Throughout this policy the words "you", "your", and Named Insured refer to the person or organization shown in the Member Certificate. The phrase "first Named Insured" refers to the organization shown in the Declarations. The words "we", "us", and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as an insured under **SECTION II-WHO IS AN INSURED.**

The phrase "policy period" means the Certificate Coverage Period shown in the Member Certificate.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions section.

B. In Paragraph **1.** under **SECTION II-WHO IS AN INSURED**, the reference to the Declarations is replaced with Member Certificate.

C. **SECTION III - LIMITS OF INSURANCE** applies separately to each Member Certificate holder.

D. **CONDITION 6. REPRESENTATIONS** in the Conditions section is replaced by the following:

6. REPRESENTATIONS

By accepting this policy:

a. The first Named Insured agrees:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations the first Named Insured made to us; and

(3) We have issued this policy in reliance upon the first Named Insured's representations; and

b. You agree:

(1) The statements in the Member Certificate are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued the Member Certificate in reliance upon your representations.

E. The following condition is added to the **CONDITIONS** section:

PREMISES AND OPERATIONS

This insurance applies only to the operations and, if applicable, premises, identified in your Member Certificate.

F. With respect to each individual Member Certificate, the Cancellation Common Policy Condition and any non-renewal provisions of the policy, including any amendments made thereto, are extended to apply to each Named Insured, but only with respect to the Member Certificate issued to that Named Insured.

G. COMMON POLICY CONDITIONS B. CHANGES and **C. EXAMINATION OF YOUR BOOKS AND RECORDS** are replaced by the following:

B. CHANGES

This policy contains all the agreements between the first Named Insured, you, and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF BOOKS AND RECORDS

We may examine and audit the books and records of you and the first Named Insured as they relate to this policy at any time during the policy period and up to three years afterward.

All other terms and conditions remain unchanged.

Julia A. Oser

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

EXCLUSION – SPECIFIED RECREATIONAL VEHICLES AND ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

If an Exclusion is specified by title in this Schedule, that Exclusion does not apply to any corresponding exception specified in this Schedule.

Exclusion Title	**Exclusion Exception(s)**
Amusement Devices	This exclusion does not apply to any device that is specifically designed for the training or instruction of the activity for which you are enrolled.

Each exclusion when indicated by an “x” is added to paragraph **2. EXCLUSIONS** of **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE C – MEDICAL PAYMENTS** of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM and paragraph **2. EXCLUSIONS** of **SECTION I – LIQUOR LIABILITY COVERAGE** of the LIQUOR LIABILITY COVERAGE FORM**:**

Under the COMMERCIAL GENERAL LIABILITY COVERAGE FORM, This insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury.” Under the LIQUOR LIABILITY COVERAGE FORM, this insurance does not apply to “injury”.

X	Aircraft or Hot Air Balloon	Arising out of, or in any way involving the ownership, operation, maintenance, use, or "loading or unloading" of any flying craft or flying vehicle including, but not limited to, any aircraft, hot air balloon, glider, parachute, helicopter, missile, or spacecraft.
X	Airport	Arising out of, or in any way involving the ownership, operation maintenance, or use of any airfield or airport facility or premises.
	Leased, Loaned Or Rented Recreational Vehicle	Arising out of, or in any way involving the ownership, operation, maintenance, use, or "loading or unloading" any recreational vehicle including, but not limited to, any motorhome, boat, personal watercraft, golf cart, snowmobile, motorcycle, or all-terrain vehicle when leased, loaned, or rented to others.
	Motorized Vehicle	Arising out of, or in any way involving the ownership, maintenance, use, entrustment to others, or "loading or unloading" in practicing, qualifying, or testing for any racing, speed, demolition, or stunting activity which involves any motorized vehicle, including, but not limited to, any "auto", "mobile equipment", motorcycle, snowmobile, watercraft, or powerboat.
	Inverted Aerial Maneuver	Arising out of the attempt to perform or performance of any inverted aerial maneuver by a skier from a jump that is: 1. Built by you or on your behalf; or 2. Built on your premises with your permission or knowledge.

☒	Amusement Device	Arising out of the ownership, operation, maintenance or use of any amusement device. For purposes of this exclusion, amusement device means any device or equipment a person rides for enjoyment, including, but not limited to, any mechanical or non- mechanical ride, slide, water slide (including any ski or tow when used in connection with a water slide), moonwalk or moon bounce, bungee operation or equipment or inflatable recreational device. Amusement device also includes any vertical device or equipment used for climbing—either permanently affixed or temporarily erected. Amusement device does not include any video arcade or computer game.
☒	Bungee	Arising out of the ownership, operation, maintenance or use of any bungee operation or equipment whether owned, operated, maintained or used by you, any other insured or any other person or entity.
☒	Dunk Tanks	Arising out of the ownership, operation, maintenance or use of any dunk tank operation or equipment whether owned, operated, maintained or used by you, any other insured or any other person or entity.
☒	Haunted Attraction	Arising out of the ownership, operation, maintenance or use of any haunted attraction operation whether owned, operated, maintained or used by you, any other insured or any other person or entity.
☐	Playgrounds	Arising out of the ownership, operation, maintenance or use of any playground operation whether owned, operated, maintained or used by you, any other insured or any other person or entity.
☐	Grass Skiing	Arising out of grass skiing.
☒	Animals	Arising out of injury or death to any animal; or Injury, death, or property damage caused by any animadl owned, rented, or hired by you.
☐	Object Propelled	Arising out of any object propelled, whether intentionally or unintentionally, into the crowd by or at the direction of a "participant", an insured or any other person.
☒	Rodeo	Arising out of any rodeo activity, including, but not limited to, bronco or bull riding, steer roping, team roping, barrel racing or horseback riding.
☒	Saddle Animal	Arising out of, or in any way involving the ownership, operation, maintenance, use, loading, or unloading of any saddle animal, including, but not limited to, riding on any saddle animal or riding on any vehicle which is drawn or powered by any animal.
☒	Snowmobile	Arising out of, or in any way involving the ownership, operation, maintenance, use, or "loading or unloading" of any snowmobile.
☐	Concert	Arising out of a concert, show, or theatrical event.
☒	Performer	Arising out of the involvement of any performer during any activity, event or exhibition, including, but not limited to any stunt, concert, show or theatrical event.
☐	Parades	Arising out of any parade activity or event.

DEFINITION OF PARTICIPANT

For purposes of this endorsement, "participant" means a person practicing, instructing or participating in any physical exercises or games, sports or athletic contests or any person engaged in the activities of your day camp operations. In addition, "participant" includes a coach, umpire or referee taking part in your operations.

All other terms and conditions of the policy remain the same.

Julia A. Oser

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

EXCLUSION – DESIGNATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

Description of Designated Operations(s):

The operation, ownership or management of any athletic facility or field, other than while being used for covered activities; Operations of independent concessionaires/vendors in conjunction with your organization; 24 hour premises liability; Events involving gambling (ie: Bingo, Casino nights, Poker, Texas hold'em tournaments); Sport events/activities involving participants in sports other than those reported and for whom a premium has been paid, Non-rostered participants at tournaments hosted by the enrolled member; Events where alcoholic beverages are furnished or served by you, your employees or your "volunteer workers"; Adventure Races, Aerobic Exercise, Babysitting/Childcare; Bandy, Biathlon, Boating Activities/Sports, Bobsled, Body Boarding, Boxing, BMX/Stunt Cycling, Camps and Clinics (Age 19 & Over), Canoe, Cheerleading (Age 19 & Over), Climbing, Collegiate Summer Teams/Leagues/Associations; Cycling, Drill Team/ Majorette (Age 19 & Over), Equestrian, Fishing (Open Water), Fitness-Aerobic Exercise, Flag & Touch Football, Gymnastics, Hammer Throw, Hang Gliding, Hostelling, Interscholastic/Intercollegiate Teams or Leagues, Jai Alai, Javelin, Kayak, Kite Surfing, Lifeguarding Activities, Luge (Street), Marathon, Martial Arts, Mixed Martial Arts, Modern Pentathlon, Mountain Biking and/or Hiking, Mountain Boarding, Open Water Activities/Sports, Orienteering, Outrigging, Paintball, Parachute, Parasailing, Physique (Pose) Performance, Polo (Horse), Professional & Semi-Professional Athletes, Rafting, Rodeo, Roller Derby, Rowing/Crew, Rugby, Sailing, Scuba Diving, Shooting Sports and/or Hunting, Skating (Inline/Extreme/Stunt/Aggressive/Free-Style), Skateboarding, Skiing (Water/Snow-Downhill), Sky Diving, Sky Surfing, Sled Dog Racing, Snow Boarding/Snow Surfing, Snorkeling, Sports Parachuting, Streetball, Strength & Conditioning, Surfing (Including Boogie Boards), Tackle/Contact Football, Trampoline, Trapeze, Triathlon, Unicycling, Wake Boarding, Water Ski, Wind Surfing, Wrestling (Professional), Wrestling (Age 19 & Over), Yachting; Carnivals/Festivals; Concerts; Cryogenic Chambers/Therapy.

Specified Location (if applicable):

I. The following exclusion is added to paragraph 2. **Exclusions** of **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** and **COVERAGE C – MEDICAL PAYMENTS** of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.**

This insurance does not apply to "bodily injury" or "property damage" arising out of the operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described operations conducted at that "location."

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, water way or right-of-way of a railroad.

II. The following exclusion is added to paragraph 2. **Exclusions** of **SECTION I-COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

This insurance does not apply to "personal and advertising injury" arising out of the operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described operations conducted at that "location."

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, water way or right-of-way of a railroad.

III. The following exclusion is added to paragraph **2. Exclusions** of **SECTION I – LIQUOR LIABILITY COVERAGE** of the LIQUOR LIABILITY COVERAGE FORM.

This insurance does not apply to "injury" arising out of the operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described operations conducted at that "location."

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, water way or right-of-way of a railroad.

All other terms and conditions remain unchanged.

Julia A. Oser

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, ACTIVITIES OR OPERATIONS

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

Designated Activities Or Operations: For those sports and age groups specifically reported to the company, covered operations consist of your scheduled, sanctioned, approved, organized and supervised practices, try-outs, games, playoffs and tournaments in which you participate or host. Coverage is also provided for your registrations, meetings, concession stand operations, parades in which you participate, picnics, award banquets and ceremonies and incidental fund-raising activities involving the sale of products, coupons, raffle tickets and services, such as: car washes, bake sales and coin drops for those sports and age groups reported to the company. Coverage may also include: * Day camps and/or clinics; for those selected sports, that are under your direct supervision or organized by you, that have been reported to and approved by the company, and for which the applicable premium has been paid. * Virtual training/instruction under your direct supervision or organized by you. Virtual training/instruction does not extend to any activities that include: gymnastic apparatus, tumbling or stunting (including building of pyramids), or in-water activities.
Designated Premises:

The insurance provided by the Coverage Form and all insuring agreements added by separate endorsement applies only to:

1. The Designated Activities Or Operations shown in the Schedule of this endorsement; or

2. The ownership, maintenance, or use of the Designated Premises, if any, shown in the Schedule of this endorsement and those operations necessary or incidental to those premises.

If no Designated Premises is shown in the Schedule of this endorsement, then Paragraph **2.** of this endorsement is deleted, and only Paragraph **1.** applies.

All other terms and conditions remain unchanged.

Authorized Representative

1271 Ave of the Americas FL 37
New York, NY 10020-1304
(212) 770-7000
Coverage is provided by (a capital stock company)

COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS

POLICY NUMBER: 9YAPG0001334487200 RENEWAL OF NUMBER:

Named Insured And Mailing Address (No., Street, Town or City, County, State, Zip Code)

Sports, Leisure & Entertainment RPG
DBA: National Recreation and Park Association - Combined Teams/Leagues
1712 Magnavox Way
Fort Wayne, IN 46804

Policy Period: From June 30, 2024 To June 30, 2027, at 12:01 A.M. Standard Time at your mailing address shown above

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

Limits Of Insurance

General Aggregate Limit (Other Than Products-Completed Operations)	Refer to Member Certificate	
Products-Completed Operations Aggregate Limit	Refer to Member Certificate	
Personal And Advertising Injury Limit	Refer to Member Certificate	Any One Person or Organization
Each Occurrence Limit	Refer to Member Certificate	
Damage To Premises Rented To You Limit	Refer to Member Certificate	Any One Premises
Medical Expense Limit	Refer to Member Certificate	Any One Person

Retroactive Date (CG 00 02 Only)

This Insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date: None

(Enter Date Or "None" If No Retroactive Date applies)

PREMIUM

Policy Premium: $ Refer to Member Certificate
Premium shown is payable $ Refer to Member Certificate

Premium for Certified Acts of Terrorism Coverage, Refer to Member Certificate

Business Description And Location Of Premises

Form Of Business: Refer to Member Certificate

Business Description: National Recreation and Park Association - Combined Teams/Leagues

Location Of All Premises You Own, Rent Or Occupy:

REFER TO "COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATION"

Producer Number, Name And Mailing Address

K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne, IN 46804

Classifications And Premium

			Rate		Advance Premium	
Classification	**Code No.**	**Premium Basis**	**Prem/ Ops**	**Prod/ Comp Ops**	**Prem/ Ops**	**Prod/ Comp Ops**

REFER TO "COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATION"

Total Advance Premium: $ Refer to Member Certificate

A = AREA
C = TOTAL COST M = ADMISSIONS
O = TOTAL OPERATING EXPENSES
P = PAYROLL
S = GROSS SALES
T = OTHER
U = UNITS (EACH)

Forms And Endorsements

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

REFER TO "FORMS SCHEDULE"

These Declarations, Extension of Declarations, and Declarations Extension together with the Common Policy Conditions, Coverage Form(s) and any endorsements, complete the above numbered policy.

AIG

1271 Ave of the Americas FL 37
New York, NY 10020-1304
(212) 770-7000
Coverage is provided by (a capital stock company)

COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Location Of Premises

Location of All Premises You Own, Rent Or Occupy:

Various

Classifications And Premium

			Rate		Advance Premium	
Classification	**Code No.**	**Premium Basis**	**Prem/ Ops**	**Prod/ Comp Ops**	**Prem/ Ops**	**Prod/ Comp Ops**
Athletic Programs – Other Than Not-For-Profit – Amateur Teams/ Leagues	40066	As Reported	*As on File	Included	Refer to Member Certificate	
Athletic Programs – Not-For-Profit – Amateur Teams/Leagues	40067	As Reported	*As on File	Included	Refer to Member Certificate	
Camps – Other Than Not-For-Profit (Optional Additional Coverage)	41421	As Reported	*As on File	Included	Refer to Member Certificate	
Camps – Not-For-Profit (Optional Additional Coverage)	41422	As Reported	*As on File	Included	Refer to Member Certificate	
Athletic Programs – Other Than Not-For-Profit – Abuse, Molestation, Harassment or Sexual Conduct Defense Costs Reimbursement Coverage (Optional Additional Coverage)	40066	As Reported	*As on File	Included	Refer to Member Certificate	
Athletic Programs – Not-For-Profit – Abuse, Molestation, Harassment or Sexual Conduct Defense Costs Reimbursement Coverage (Optional Additional Coverage)	40067	As Reported	*As on File	Included	Refer to Member Certificate	
Athletic Programs – Other Than Not-For-Profit – Sexual Misconduct Liability Coverage (Optional Additional Coverage)	40066	As Reported	*As on File	Included	Refer to Member Certificate	
Athletic Programs – Not-For-Profit – Sexual Misconduct Liability Coverage (Optional Additional Coverage)	40067	As Reported	*As on File	Included	Refer to Member Certificate	

Athletic Programs – Other Than Not-For-Profit – Limited Coverage for Neurodegenerative Injury (Optional Additional Coverage for Class B Sports Only)	40066	As Reported	*As on File	Included	Refer to Member Certificate
Athletic Programs – Not-For-Profit – Limited Coverage for Neurodegenerative Injury (Optional Additional Coverage for Class B Sports Only)	40067	As Reported	*As on File	Included	Refer to Member Certificate
*As on file with the company					
Extension Of Declarations – Total Advance Premium					Refer to Member Certificate

President

Secretary

This policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations Extension Form of the policy.

Thomas McGrath
AUTHORIZED REPRESENTATIVE

AIG SPECIALTY INSURANCE COMPANY
1271 Ave of the Americas FL 37
New York, NY 10020-1304
(212) 770-7000
Coverage is provided by (a capital stock company)

GENERAL LIABILITY
POLICY NUMBER: 9YAPG0001334487200

COMMERCIAL GENERAL LIABILITY DECLARATIONS EXTENSION

Advance Premium	
Premium Payable At Inception:	[Based on the payment plan requested on enrollment form and approved by the program administrator or based on the payment plan offered by the program administrator.]

Deductible
$ each Claim Refer to "Coverage And Limits Options"

Coverage And Limits Options

Limits of Insurance for National Recreation and Park Association - Combined Teams/Leagues:

Coverage and limits of insurance apply to each enrolled member as submitted, approved and held on file with the company and for which the appropriate premium has been paid.

CLASS A SPORTS – LIMITS OF INSURANCE:

General Aggregate (Other Than Products-Completed Operations)	$5,000,000
Products-Completed Operations Aggregate Limit	$2,000,000
Each Occurrence Limit	$2,000,000
Personal & Advertising Injury Limit – Any One Person or Organization	$2,000,000
Medical Expense Limit - Any One Person	$5,000
Damage To Premises Rented To You Limit - Any One Premises	$1,000,000
Legal Liability To Participants - Each Occurrence	$2,000,000
Professional Liability - Any One Wrongful Act	$2,000,000
Hired Auto Liability – Each Occurrence	$2,000,000
Non-owned Auto Liability – Each Occurrence	$2,000,000
Medical Payments to Participants - Ages 19 & Over (Excess w/$500 Deductible)	$100,000
Medical Payments to Participants - Ages 18 & Under (Excess w/$0 Deductible)	$250,000

Class A Sports Include: Baseball, Basketball, Golf, Softball, Swimming, Tennis, Track & Field and Volleyball

CLASS B SPORTS – LIMITS OF INSURANCE:

General Aggregate (Other Than Products-Completed Operations)	$5,000,000
Products-Completed Operations Aggregate Limit	$2,000,000
Each Occurrence Limit	$2,000,000
Personal & Advertising Injury Limit – Any One Person or Organization	$2,000,000
Medical Expense Limit - Any One Person	$5,000
Damage To Premises Rented To You Limit - Any One Premises	$1,000,000
Legal Liability To Participants - Each Occurrence	$2,000,000
Professional Liability - Any One Wrongful Act	$2,000,000
Hired Auto Liability – Each Occurrence	$2,000,000
Non-owned Auto Liability – Each Occurrence	$2,000,000
Medical Payments to Participants - Ages 19 & Over (Excess w/$500 Deductible)	$100,000
Medical Payments to Participants - Ages 18 & Under (Excess w/$0 Deductible)	$250,000

Class B Sports Include: Ice Hockey, Lacrosse, Soccer, Street/Field/Floor & Roller Hockey and Wrestling

CAMP/CLINIC COVERAGE - LIMITS OF INSURANCE (optional coverage):

General Aggregate (Other Than Products-Completed Operations)	$5,000,000
Products-Completed Operations Aggregate Limit	$2,000,000
Each Occurrence Limit	$2,000,000
Personal & Advertising Injury Limit – Any One Person or Organization	$2,000,000
Medical Expense Limit - Any One Person	$5,000
Damage To Premises Rented To You Limit - Any One Premises	$1,000,000
Legal Liability To Participants - Each Occurrence	$2,000,000
Professional Liability - Any One Wrongful Act	$2,000,000
Hired Auto Liability – Each Occurrence	$2,000,000
Non-owned Auto Liability – Each Occurrence	$2,000,000
Medical Payments to Participants - Ages 19 & Over (Excess w/$500 Deductible)	$100,000
Medical Payments to Participants - Ages 18 & Under (Excess w/$0 Deductible)	$250,000

ABUSE, MOLESTATION, HARRASSMENT OR SEXUAL CONDUCT DEFENSE COST REIMBURSEMENT – LIMITS OF INSURANCE (optional coverage):

Defense Cost Reimbursement (Each Claim)	$100,000
Defense Cost Reimbursement Aggregate	$100,000

SEXUAL MISCONDUCT LIABILITY – LIMITS OF INSURANCE (optional coverage):

Each Insured Event Limit	$250,000
Aggregate Limit	$1,000,000

Limited Coverage for Neurodegenerative Injury to Specified Player (Optional Coverage for Class B Sports Only):

Neurodegenerative Injury Limit (Each Occurrence)	$1,000,000
Neurodegenerative Injury Limit Aggregate	$1,000,000
Neurodegenerative Injury Supplementary Payments Limit (Each Occurrence)	$1,000,000
Neurodegenerative Injury Supplementary Payments Limit Aggregate	$1,000,000

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

David McElroy
PRESIDENT

Tanya Kent
SECRETARY

This policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

Thomas McGrath
AUTHORIZED REPRESENTATIVE

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

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

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1), (2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

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

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

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

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

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

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

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

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

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

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

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

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

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

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

(2) Any loss, cost or expense arising out of any:

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

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

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

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

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

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

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

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

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

n. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

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

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

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

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

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

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

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

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

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

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

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

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

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

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

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

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

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

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

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

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

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

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

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

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

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

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. 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

f. The indemnitee:

(1) Agrees in writing 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; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

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

(2) "Property damage" to property:

(a) Owned, occupied or used by;

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

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

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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

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

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

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

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the 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 deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – DEFINITIONS

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

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

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

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

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

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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

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

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

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

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

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

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

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** 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 any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

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

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

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

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

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

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

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

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

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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

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

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

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

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

(1) Products that are still in your physical possession; or

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

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

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

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

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

b. Does not include "bodily injury" or "property damage" arising out of:

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

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

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

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

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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

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

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

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

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

21. "Your product":

a. Means:

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

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

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

b. Includes:

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

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

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

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

b. Includes:

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

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

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

EARNED PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is effective only when indicated by an "x".

☒	Premium Fully Earned at Inception	
☐	Premium Fully Earned at Inception	% (Percentage of Policy Term Premium)
☐	Balance Earned (Indicate when 100% of premium is earned)	
☐	Total Premium	
☐	90% of the annual premium is earned during the term of the event or season	
☐	Premium Fully Earned as follows:	
☐	90% of Total Premium is Fully Earned in the event of cancellation prior to:	
☐	Total Policy Premium is Fully Earned in the event of cancellation after:	
☐	Event Premiums:	

If Event Premiums is selected above, the following premiums apply to each category of event indicated and are Fully Earned as of the beginning of each event:

EVENT	PREMIUM PER EVENT

All other terms and conditions of the policy remain the same.

Julia A. Oser

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

FIREWORKS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions** of the **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE - B PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” arising out of fireworks.

For the purposes of this endorsement, fireworks means any display of explosive or burning devices, material or pyrotechnics. Fireworks does not include:

a. The firing of a starter’s pistol or similar device commonly used to start or end an event; or

b. Flashboxes which are induced electronically in a cylinder with no projectile, wadding or wrapping.

All other terms and conditions of the policy remain the same.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL ABUSE OR SEXUAL MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone; or

2. The negligent:

a. Employment;

b. Investigation;

c. Supervision;

d. Reporting to the proper authorities, or failure to so report; or

e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph **1.** above.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487300

RADIOACTIVE MATTER EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. - Exclusions, is amended to add:

"Personal and advertising injury" arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

Julia A. Oser

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

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

B. The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

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

ENDORSEMENT 2

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ CAREFULLY

TOTAL LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY

This insurance does not apply to any “bodily injury”, “property damage”, “personal and advertising injury”, or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA AMENDATORY DISCLOSURE NOTICE/CONSENT FORM LEAD EXCLUSION

The "insured" hereby acknowledges that the "insured" is aware of the following exclusion:

This insurance does not apply to any "bodily injury", "property damage", "personal injury", or "advertising injury", or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.

Julia A. Oser

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

ERISA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

"Bodily injury" or "property damage" arising out of any obligation you incur under the Employee Retirement Income Security Act of 1974, Public Law 93-406, any law amendatory thereof or any regulation pertaining thereto.

Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. - Exclusions is amended to add:

"Personal and advertising injury" arising out of any obligation you incur under the Employee Retirement Income Security Act of 1974, Public Law 93-406, any law amendatory thereof or any regulation pertaining thereto.

Authorized Representative

ENDORSEMENT 3

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGUS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, or any other loss, cost or expense, including but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

a. Any “fungus(i)”, “mold(s)”, mildew or yeast, or

b. Any “spore(s)” or toxins created or produced by or emanating from such “fungus(i)”, “mold(s)”, mildew or yeast, or

c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any “fungus(i)”, “mold(s)”, mildew or yeast, or

d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any “fungus(i)”, “mold(s)”, mildew, yeast, or “spore(s)” or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that “bodily injury”, “property damage”, “personal and advertising injury”, loss, cost or expense.

For the purposes of this exclusion, the following definitions are added to the Policy:

“Fungus(i)” includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including “mold(s)”, rusts, mildews, smuts, and mushrooms.

“Mold(s)” includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and “fungi” that produce molds.

"Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its other endorsements, the provisions of this exclusion will supercede.

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

ASBESTOS AND SILICA EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - COVERAGES, COVERAGE A. - BODILY INJURY and PROPERTY DAMAGE LIABILITY,
2. - Exclusions, is amended to add the following exclusions:

Asbestos

"Bodily injury" or "property damage" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of "bodily injury" or "property damage" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

Silica

"Bodily injury" or "property damage" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of "bodily injury" or "property damage" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

Section I. - COVERAGES, COVERAGE B. - PERSONAL and ADVERTISING INJURY LIABILITY,
2. - Exclusions is amended to add the following exclusions:

Asbestos

"Personal and advertising injury" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of "personal and advertising injury" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

Silica

"Personal and advertising injury" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of "personal and advertising injury" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

All other terms, conditions and exclusions of the policy shall remain unchanged.

Julia A. Oser
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

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

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

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

INDIANA AMENDATORY ENDORSEMENT
(Definition of Pollutants)

When a claim or **Suit** is brought against an **Insured** in the state of Indiana and/or Indiana law applies, this policy is amended as follows:

The definition of **Pollutants** in this policy or in any endorsement to this policy is deleted in its entirety and replaced with the following:

Pollutants means any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance that can be toxic or hazardous, cause irritation to animals or persons and/or cause contamination to property and the environment including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Specific examples identified as pollutants include, but are not limited to, diesel, kerosene, and other fuel oils, gasoline, butane, propane, natural gas, and other fuels, brake fluid, transmission fluid, and other hydraulic fluids, ethylene glycol, methyltertbutylether (MTBE), methanol, ethanol, isopropyl alcohol, and propylene glycol, and other fuel and antifreeze additives, grease, tar, petroleum distillates, and other petroleum products and petroleum hydrocarbons, carbon monoxide, and other exhaust gases, stoddard solvent, mineral spirits, and other solvents, chromium compounds, emulsions/ emulsifiers, naphtha tetrachloroethylene (PCE), perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals, methyl isobytyl ketone, methyl ethal ketone, n-butyl acetate, 2-butoxyethanol, hexylene glycol, peroxides, freon, polychlorinated biphenyl (PCB), CFC113, chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides, barium, 1,2-Dichloroethylene, ethylene dichloride, dichloromethane, methylene chloride, ethylbenzene, lead, Mercury, Selenium, sulfate, xylene, silica, sewage, and industrial waste materials, and all substances, constituents, derivatives or degradative byproducts, or additives specifically listed, identified, or described by one or more of the following references:

i. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions);

ii. Agency for Toxic Substances And Disease Registry ToxFAQs™;

iii. Clean Air Act's List of 188 Air Toxics And Diesel Particulate Matter;

iv. U.S. Environmental Protection Agency EMCI Chemical References Complete Index;

v. U.S. Environmental Protection Agency Persistent, Bioaccumulative, and Toxic Chemicals List;

vi. Indiana Department of Environmental Management, Remediation Closure Guide, March 22, 2012 edition, Table A-6 Screening Level Summary Table – 2012; and

vii. Indiana Department of Environmental Management, Risk Integrated System of Closure Technical Guide, Default Closure Tables, January 31, 2006 Appendix 1 (Revised May 1, 2009)

Substances identified as examples above or by the referenced lists also include materials or substances to be discarded, recycled, reconditioned or reclaimed.

This definition of **Pollutants** applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic or thermal irritant or contaminant or substance is your product or products used by you or for you, and/or is an integral part of or incidental to your business, operations, premises, site or locations or has any function in your business, operations, premises, site or locations.

For the purpose of this endorsement, **Suit**, **Insured** and **Pollutants** shall have the applicable meaning, in accordance with the terms of this policy, whether or not such term is in quotation marks or bolded.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (Where Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024
Forms a part of Policy No. 9YAPG0001334487200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA AMENDATORY ENDORSEMENT
(Definition of Pollutants)
(TENNESSEE ONLY)

When a claim or **Suit** is brought against an **Insured** in the state of Indiana and/or Indiana law applies, this policy is amended as follows:

The definition of **Pollutants** in this policy or in any endorsement to this policy is deleted in its entirety and replaced with the following:

Pollutants means any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance that can be toxic or hazardous, cause irritation to animals or persons and/or cause contamination to property and the environment including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Specific examples identified as pollutants include, but are not limited to, diesel, kerosene, and other fuel oils, gasoline, butane, propane, natural gas, and other fuels, brake fluid, transmission fluid, and other hydraulic fluids, ethylene glycol, methyltertbutylether (MTBE), methanol, ethanol, isopropyl alcohol, and propylene glycol, and other fuel and antifreeze additives, grease, tar, petroleum distillates, and other petroleum products and petroleum hydrocarbons, carbon monoxide, and other exhaust gases, stoddard solvent, mineral spirits, and other solvents, chromium compounds, emulsions/ emulsifiers, naphtha tetrachloroethylene (PCE), perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals, methyl isobytyl ketone, methyl ethal ketone, n-butyl acetate, 2-butoxyethanol, hexylene glycol, peroxides, freon, polychlorinated biphenyl (PCB), CFC113, chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides, barium, 1,2-Dichloroethylene, ethylene dichloride, dichloromethane, methylene chloride, ethylbenzene, lead, Mercury, Selenium, sulfate, xylene, silica, sewage, and industrial waste materials, and all substances, constituents, derivatives or degradative byproducts, or additives specifically listed, identified, or described by one or more of the following references:

i. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions);

ii. Agency for Toxic Substances And Disease Registry ToxFAQs™;

iii. Clean Air Act's List of 188 Air Toxics And Diesel Particulate Matter;

iv. U.S. Environmental Protection Agency EMCI Chemical References Complete Index;

v. U.S. Environmental Protection Agency Persistent, Bioaccumulative, and Toxic Chemicals List;

vi. Indiana Department of Environmental Management, Remediation Closure Guide, March 22, 2012 edition, Table A-6 Screening Level Summary Table - 2012; and

vii. Indiana Department of Environmental Management, Risk Integrated System of Closure Technical Guide, Default Closure Tables, January 31, 2006 Appendix 1 (Revised May 1, 2009)

Substances identified as examples above or by the referenced lists also include materials or substances to be discarded, recycled, reconditioned or reclaimed.

This definition of **Pollutants** applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic or thermal irritant or contaminant or substance is your product or products used by you or for you, and/or is an integral part of or incidental to your business, operations, premises, site or locations or has any function in your business, operations, premises, site or locations.

For the purpose of this endorsement, **Suit, Insured** and **Pollutants** shall have the applicable meaning, in accordance with the terms of this policy, whether or not such term is in quotation marks or bolded.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (Where Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.p.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

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

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

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

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

a. Patents, trade secrets, processing methods, customer lists;

b. Financial information, credit card information;

c. Health information, biometric information; or

d. Any other type of nonpublic material or information.

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

B. The following is added to Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

a. Patents, trade secrets, processing methods, customer lists;

b. Financial information, credit card information;

c. Health information, biometric information; or

d. Any other type of nonpublic material or information.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANNABIS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:

a. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or

b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or

2. "Property damage" to "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **A.1.** or **A.2.** above.

However, Paragraph **A.1.b.** does not apply to "bodily injury" or "property damage" arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

(1) An insured; or

(2) Any other person for whom you are legally responsible;

but only if the "bodily injury" or "property damage" does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

B. The exclusion in Paragraph **A.** does not apply to "personal and advertising injury" arising out of the following offenses:

1. False arrest, detention or imprisonment; or

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

C. The following definition is added to the **Definitions** section:

"Cannabis":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph **C.1.** above includes, but is not limited to, any of the following containing such THC or cannabinoid:

a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

b. Any compound, by-product, extract, derivative, mixture or combination, such as:

(1) Resin, oil or wax;

(2) Hash or hemp; or

(3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph **C.2.a.**

ENDORSEMENT

This endorsement, effective 12:01 A.M., June 30, 2024

Forms a part of Policy No. 9YAPG0001334487200

ARKANSAS CHANGES ("OCCURRENCE" DEFINITION AMENDED)

This endorsement modifies insurance as is provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

1. In accordance with Arkansas Code Section 23-79-155, the definition of "occurrence" in the **DEFINITIONS** Section is deleted its entirety and replaced with the following:

   "Occurrence" means an accident, including continuous or repeated exposures to substantially the same general harmful conditions, as well as "property damage" or "bodily injury" resulting from faulty workmanship.

2. Notwithstanding the foregoing, the amended definition of "occurrence" as set forth herein shall in no way serve to limit or restrict the applicability of any exclusion for "bodily injury" or "property damage" under this policy.

All other terms, conditions and exclusions remain unchanged.

Julia A. Oser

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-BINDING ARBITRATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and

2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdictions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

b. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

c. Perfluoropolyethers (PFPE);

d. Fluorotelomer-based substances; or

e. Side-chain fluorinated polymers; or

2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **C.1.**

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487300

COMMERCIAL GENERAL LIABILITY COVERAGE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and coverage provided by this endorsement. These coverages apply separately to each of your premises described in the Declarations.

If you purchase additional limits for any of these coverages at a specified location, the limits shown below will apply in excess of the insurance purchased separately. We will not pay more under this endorsement than the Limits of Insurance shown below under the Summary of Additional Coverages.

LIMITS OF INSURANCE	SUBJECTS OF INSURANCE
$300,000 per occurrence	Damage to Premises Rented to You
$25,000	Emergency Real Estate Consultant Fee
$25,000	Identity Theft Exposure
$50,000	Key Individual Replacement Cost
$2,500	Lease Cancellation Moving Expense
$2,500	Supplementary Payments - Bail Bonds
$500 per day	Supplementary Payments - Loss of Earnings
$25,000	Temporary Meeting Space
$25,000	Terrorism Travel Reimbursement
$25,000	Workplace Violence Counseling

Summary of Additional Coverages

I. The Commercial General Liability Coverage Part is amended as follows:

A. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection **2. Exclusions,** paragraph **a.** is replaced by:

a. Expected or Intended Injury

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

B. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection **2. Exclusions,** paragraph **g. (2)** is replaced by:

(2) A watercraft you do not own that is:

(a) Less than fifty-eight (58) feet long; and

(b) Not being used to carry persons or property for a charge;

C. **SECTION I - COVERAGES, COVERAGE - B PERSONAL AND ADVERTISING INJURY LIABILITY,** subsection **2. Exclusions,** paragraphs **b.** and **c.** are replaced by:

b. **Material Published with Knowledge of Falsity**

"Personal and advertising injury" arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, if done at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, whose first publication took place before the beginning of the policy period.

D. **SUPPLEMENTARY PAYMENTS—COVERAGES A AND B,** paragraphs **1.b.** and **1.d.** are replaced by:

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

E. **SECTION II - WHO IS AN INSURED,** paragraph **3.a.** is replaced by:

a. Coverage under this provision is afforded only until the one hundred eightieth (180th) day after you acquire or form the organization or the end of the policy period, whichever is earlier;

F. The following are added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** paragraph **2. Duties In The Event of Occurrence, Offense, Claim or Suit:**

e. Knowledge of the "occurrence," offense, claim or "suit" by the agent, servant, or "employee" of an insured shall not in itself constitute your knowledge unless one of your officers, manager or partners has received notice of the "occurrence," offense, claim or "suit."

f. Failure by the agent, servant or "employee" of an insured (other than an officer, manager or partner) to notify us of an "occurrence" shall not constitute a failure to comply with paragraphs **a.** and **b.** of this condition.

G. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Unintentional Error or Omission

Any unintentional error or omission in the description of or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect

coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

H. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** paragraph **8. Transfer of Rights of Recovery Against Others to Us:**

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Automatic

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived it right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

I. With respect to this endorsement, **SECTION V - DEFINITIONS,** paragraphs **3.** and **14.** are replaced by:

3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution or abuse of process;

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

d. Any publication of material including, but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Any publication of material, including but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

J. Broadened Coverage - Damage to Premises Rented to You

1. The word **fire** is replaced with the phrase **fire, lightning, explosion, smoke and leaks from sprinklers** where it appears in:

a. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** subsection **2. Exclusions,** paragraph **j. Damage to Property;**

b. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** subsection **2. Exclusions**, last paragraph;

c. **SECTION III - LIMITS OF INSURANCE,** subsection **6.;** and

d. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** subsection **4. Other Insurance,** paragraph **b.(1)(a)(ii).**

2. The Limit of Insurance applicable to Damage to Premises Rented to You is $300,000 unless a higher limit is specified on the Declarations.

II. The following are **Additional Coverages:**

A. Emergency Real Estate Consultant Fee ($25,000 Aggregate)

We will reimburse you up to $25,000 in any one policy year for any realtor's fee or real estate consultant's fee required by the Named Insured in order to relocate due to the imminent danger of loss of life or harm to occupants of the Named Insured's premises scheduled on the Declarations.

B. Identity Theft Expense

1. Coverage

We will pay for reimbursement of any present director or officer of the Named Insured for expenses incurred as the direct result of any "Identity Theft" occurring, discovered and reported during the policy period and if such "Identity Theft" arises out of the director's or officer's role with respect to the conduct of your business.

2. Limit of Insurance

We will pay up to $25,000 as a Limit of Insurance under this **Additional Coverage—Identity Theft Expense.**

3. "Identity Theft" means the act of knowingly transferring or using, without lawful authorization, the identity of any officer or director of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

4. "Identity Theft Expenses" means:

a. Costs of notarizing documents required by financial institution or similar creditors as testaments to fraud.

b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar creditors.

c. Loan application fees for re-applying for loan(s) when the original application is rejected solely because of incorrect credit information.

C. Key Individual Replacement Expenses

We will pay up to $50,000 as a Limit of Insurance per policy year under this **Additional Coverage - Key Individual Replacement Expenses** for expenses incurred by the Named Insured to replace the Chief Executive Officer or Executive Director if that officer or director suffers an injury during the policy period which results in the loss of life during the policy period.

"Key Individual Replacement Expenses" means:

1. Costs of advertising the employment position opening;

2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and

3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up employment contracts.

D. Lease Cancellation Moving Expenses

We will reimburse the Named Insured up to $2,500 for moving expenses incurred when moving is made necessary by the cancellation of a lease at premises occupied by the Named Insured and described in the Declarations.

E. Temporary Meeting Space

We will reimburse you up to $25,000 as a Limit of Insurance in any one policy year under this **Additional Coverage - Temporary Meeting Space** for expenses incurred due to the temporary unavailability of the Named Insured's primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Expenses will be reimbursed only for the rental of temporary meeting space required for meeting with parties who are not insured under this Policy.

F. Terrorism Travel Reimbursement

We will reimburse you up to $25,000 as a Limit of Insurance in any one policy year under this **Additional Coverage – Terrorism Travel Reimbursement** for "Emergency Travel Expenses" incurred by a director or officer of the Named Insured due to the occurrence of a "Certified Act of Terrorism."

"Emergency Travel Expenses" are additional travel expenses incurred to reschedule comparable transport due to the cancellation of scheduled transport within forty-eight (48) hours of a "Certified Act of Terrorism."

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in that Act for a "Certified Act of Terrorism" include the following:

1. the act resulted in aggregate losses in excess of $5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the Policy or affect the conduct of the United States Government by coercion.

G. Workplace Violence Counseling

We will reimburse you up to $25,000 as a Limit of Insurance in any one policy year under this **Additional Coverage —Workplace Violence Counseling** for expenses you incur for the counseling of employees of the Named Insured when that counseling is necessary due to an incident of "Workplace Violence."

"Workplace Violence" means the intentional use of, or threat to use deadly force by any person with the intent to cause harm and that results in bodily injury or death of a person while on the Named Insured's premises.

All other terms and conditions of the policy remain the same.

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

PROFESSIONAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Insurance does not apply to Professional Liability under the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** except as provided in this endorsement.

B. The following is added to **SECTION I – COVERAGES**:

COVERAGE – PROFESSIONAL LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a “wrongful act” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “wrongful acts” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any claim or “suit” that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under the Coverage provided by this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies only to those Coverage Options referenced on the Declarations Extension and displayed as included coverage on the Member Certificate.

c. This insurance applies only if:

(1) The “wrongful act” takes place at a specified location not otherwise excluded in accordance with paragraph 2.l. below and within the “coverage territory” and during the policy period; and

(2) The “wrongful act” occurs during the course and scope of duties or operations, not otherwise excluded in accordance with paragraph 2.l. below, by or on behalf of the named insured.

2. Exclusions

This insurance does not apply to:

a. “Bodily injury”, “property damage” and “personal and advertising injury”.

b. Any liability arising out of advising, providing or selling any type of dietary supplements, diet plans, dieting information, weight reduction plans or information, or prescription medications, including but not limited to, herbs, dietary pills, energy supplements, steroids, human growth hormones, or weight loss or gain substances.

c. Any liability arising out of providing or failing to provide professional health care services.

d. Any liability arising out of any dishonest, fraudulent or criminal act committed by any insured.

e. Any liability of others assumed by any insured under any contract or agreement.

f. Any claim or “suit” arising out of improper or inappropriate fees, dues or charges for the insured’s services or membership.

g. Any non-compensatory amounts, including but not limited to, punitive, exemplary or multiplication of damages, fines, taxes or penalties, in whatever form assessed.

(1) Any injury, “damages” or loss which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time; or

(2) Any loss, cost or expense arising out of any:

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

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

h. Any claim or “suit” that arises out of alleged violations of any law that prohibits the monopolization or unlawful restraint of trade, business or profession.

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

j. Any liability caused by, resulting from, or arising out of or in any way related to asbestos or lead.

k. Any liability to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person’s employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, supervision, training, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

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

l. Damages because of a “wrongful act” arising out of the operations described in the Schedule below, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a “location” is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific “location” is designated in the Schedule below, this exclusion applies only to the described operations conducted at that “location.”

For the purpose of this endorsement, “location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, water way or right-of-way of a railroad.

Excluded Operations: Refer to PRG 4298
Excluded Locations:

3. **SUPPLEMENTARY PAYMENTS - COVERAGE A AND COVERAGE B** is amended to also apply to the coverage provided in this endorsement.

C. The following replaces **SECTION II - WHO IS AN INSURED:**

SECTION II - WHO IS AN INSURED

1. If you are an individual, you.
2. If you are an organization other than an individual, any individual conducting covered activities or operations on behalf of the named insured.

D. **SECTION III. LIMITS OF INSURANCE,** 2.d, and 2.e, are added:

2. The General Aggregate Limit is the most we will pay for the sum of

   d. Damages under the Coverage provided by this endorsement..

   e. Subject to this Paragraph 2. above, the Professional Liability Limit shown in the Declarations and Member Certificate is the most we will pay under the Coverage provided by this endorsement because of all damages arising out of any one "wrongful act".

E. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 4. Other Insurance is amended to apply to the Coverage provided by this endorsement also.

F. The following is added to **SECTION V – DEFINITIONS**:

"Wrongful act" means any negligent act, negligent error, negligent omission, or negligent breach of duty in the discharge of covered activities or operations of the named insured. Any negligent act, negligent error, negligent omission, or negligent breach of duty arising out of the same or related facts, circumstances, situations, transactions or events shall be deemed as arising out of the same "wrongful act".

All other terms and conditions of the policy remain the same.

Julia A. Oser

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

SEXUAL MISCONDUCT LIABILITY COVERAGE ENDORSEMENT
(OCCURRENCE – "DEFENSE EXPENSES" INCLUDED IN THE LIMITS OF INSURANCE)

NOTICE: THE LIMITS OF INSURANCE AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS DEFENSE EXPENSES.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

	Limits Of Insurance		**Deductible**	
Sexual Misconduct Liability Coverage	$Refer to Member Certificate	Each "Insured Event" Limit	$Refer to Member Certificate	Each "Insured Event"
	$Refer to Member Certificate	Aggregate Sexual Misconduct Limit		
These Sexual Misconduct Liability Limits of Insurance are subject to the General Aggregate Limit of Insurance of the Policy.				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

I. The following exclusion is added to the policy and is applicable to "bodily injury" and "property damage" under **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and "personal and advertising injury" under **COVERAGE B - PERSONAL AND ADVERTISING INJURY**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury", caused by, arising out of, or resulting from:

1. Any actual, threatened or alleged "sexual misconduct" and resulting "bodily injury" including, but not limited to mental or emotional injury of any person, committed by or alleged against any person, including, but not limited to any:

- **a.** Insured;
- **b.** "Employee" of such insured;
- **c.** "Leased worker" of such insured;
- **d.** "Temporary worker" of such insured;
- **e.** "Volunteer worker" of such insured;
- **f.** Independent contractor under contract with you regardless of any duty to defend and/or indemnify such independent contractor contained in such contract and notwithstanding whether you would be liable in the absence of such contract;
- **g.** Patron of such insured; or
- **h.** Other person; or

2. Any act or failure to act to stop or prevent actual or threatened "sexual misconduct" and resulting "bodily injury" including, but not limited to mental or emotional injury of any person, by any person in Paragraph **1.** above and regardless of the theory of liability or cause of action alleged in the “claim” against the insured, including, but not limited to, vicarious liability, negligent employment, negligent investigation, negligent instruction, negligent supervision, negligent reporting to the proper authorities, or failure to so report, negligent retention, negligent hiring, negligent credentialing, negligent placement, and/or negligent training.

II. **SECTION I – COVERAGES** is amended to include the following Coverage:

With respect to this endorsement, the exclusion in Section I. of this endorsement above does not apply to the Sexual Misconduct Liability Coverage:

SEXUAL MISCONDUCT LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of an “insured event” to which this insurance applies. We will have the right and duty to defend the insured against any “claim” seeking those damages even if the allegations of the “suit” are groundless, false or fraudulent. However, we will have no duty to defend the insured against any “claim” seeking damages for an “insured event” to which this insurance does not apply. We may, at our discretion, investigate any alleged "insured event" and settle any “claim” that may result. But:

(1) The amount we will pay for damages and/or "defense expenses" under this Sexual Misconduct Liability Coverage is limited as described in Section III – Limits of Insurance of the Policy; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of:

(a) judgments and/or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**; or

(b) judgments and/or settlements and/or "defense expenses" under this Sexual Misconduct Liability Coverage.

b. “Defense expenses” are included within and shall reduce the applicable limit of insurance for Sexual Misconduct Liability Coverage.

c. For this Sexual Misconduct Liability Coverage to apply, all of the following conditions must be met:

(1) The “insured event” forming the basis of the “claim” must first occur during the policy period;

(2) Prior to the effective date of this policy, none of your “executive officers”, directors, principals, partners, claim managers, insurance managers, risk managers, human resource directors, in-house counsel, or any “employee” authorized by you to give or receive notice of a “claim” had knowledge of any actual or alleged “insured event”, or of any circumstance(s) that could reasonably give rise to a “claim” under this endorsement. If such “executive officers”, directors, principals, partners, claim managers, insurance managers, risk managers, human resource directors, in-house counsel, or any “employee” authorized by you to give or receive notice of a “claim” had such knowledge prior to the effective date of this policy of any “insured event” or of any circumstance(s) that could reasonably give rise to a “claim” under this endorsement, then any continuation, change or resumption of such “insured event” or circumstance during or after the policy period will be deemed to have been known prior to this policy period; and

(3) The “insured event” must occur within the “coverage territory”.

d. An “insured event” will be deemed to have been known to have occurred at the earliest time when any “executive officer”, director, principal, partner, claim manager, insurance manager, risk manager, human resource director, in-house counsel, or any “employee” authorized by you to give or receive notice of a “claim”:

(1) Reports all, or any part, of the “insured event” to us or any other insurer;

(2) Receives a written or verbal demand or “claim” for damages because of the “insured event”; or

(3) Becomes aware by any other means that an “insured event” has occurred or has begun to occur.

e. All “claims” arising out of an “insured event” shall be deemed to be a single “claim” and shall be deemed to have been made at the time that the first of such “claims” is made against the insured.

2. Exclusions

This insurance does not apply to:

a. Workers' Compensation and Similar Laws

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

b. Contractual Liability

An "insured event" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. Employer's Liability

Any "claim" made by or on behalf of:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

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

d. Intentional Acts

(1) Any individual who allegedly committed the "insured event";

(2) Any "insured event", if you or any other insured knew that such "insured event" was allegedly committed by the individual, but failed to prevent or stop it; or

(3) Any intentional failure by you or any other insured to report an "insured event" to the proper authorities.

However, we will provide a civil defense to an insured until it is determined by final adjudication that such insured committed the "insured event", failed to prevent or stop the "insured event" or failed to report an "insured event" to the proper authorities. If it is determined by final adjudication that such insured committed the "insured event", failed to prevent or stop the "insured event" or failed to report an "insured event" to the proper authorities, we will not pay any damages with respect to such insured, nor will we defend or pay any "defense expenses" after such final adjudication

e. Prior Sexual Misconduct of Individual Insured

Any "claim" arising out of an actual or alleged "insured event" perpetrated by any individual insured if, prior to the date of the "insured event" out of which such "claim" arises, any:

(1) Of your "executive officers", directors, principals, partners, claim managers, insurance managers, risk managers, human resource directors, or in-house counsel;

(2) "Employees" authorized by you to give or receive notice of a "claim"; or

(3) "Employees" who supervise such individual insured

were aware of any prior history of "sexual misconduct", or any "claims" or allegations of "sexual misconduct" made or any circumstances that could reasonably give rise to a "claim" of "sexual misconduct", or an "insured event" against that same individual insured.

f. Prior Circumstances

Any "claim" arising out of any circumstances that have been notified to any insurer prior to the effective date of this Policy.

g. Punitive, Exemplary, Multiplied Damages, Fines or Penalties

Punitive damages, exemplary damages, or the multiple portion of multiplied damages or any fines or penalties.

h. Employment Related Practices

Any refusal to employ, termination of employment, discrimination, retaliation, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, wrongful reference or other similar actions, practices or policies related to employment.

i. Patient Against Patient

"Sexual misconduct" against a patient perpetrated by another patient.

III. With respect to **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, Subparagraph **1.a.(2)** of each Coverage is deleted in its entirety and replaced with the following:

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of:

(a) judgments and/or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**; or

(b) judgments and/or settlements and/or "defense expenses" under the Sexual Misconduct Liability Coverage.

IV. For the purposes of this Sexual Misconduct Liability Coverage Endorsement only (hereinafter, the “Endorsement”), **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is deleted in its entirety and replaced with the following:

DEFENSE EXPENSES

We will pay “defense expenses” with respect to any “claim” we investigate or settle or any "suit" against an insured that we defend. “Defense expenses” are included within and shall reduce the applicable limit of insurance for Sexual Misconduct Liability Coverage.

V. For the purposes of this Endorsement only, Paragraphs **2.** and **3.** of **SECTION II - WHO IS AN INSURED** are deleted in their entirety and replaced with the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "sexual misconduct":

(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 a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(2) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Subparagraph **(1)** above; or

(3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Subparagraph **(1)** or **(2)** above.

b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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

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

b. Coverage under this provision does not apply to "sexual misconduct" that occurred before you acquired or formed the organization.

VI. Paragraphs **1.** and **2.** of **SECTION III – LIMITS OF INSURANCE** are deleted in their entirety and replaced with the following:

1. The Limits of Insurance shown in the Declarations, the Schedule of the Sexual Misconduct Liability Coverage Endorsement (hereinafter, the ”Schedule”) and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b. “Insured events”;

   c. “Claims” made or "suits" brought; or

   d. Persons or organizations making “claims” or bringing "suits".

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

   a. Medical Expenses under Coverage **C**;

   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

   c. Damages under Coverage **B**;

   d. Damages and/or "defense expenses" under the Sexual Misconduct Liability Coverage.

VII. Paragraphs **8.**, **9.** and **10** are added to **SECTION III – LIMITS OF INSURANCE** as follows:

8. Subject to **2.** above, the Aggregate Sexual Misconduct Limit shown in the Schedule is the most we will pay for the sum of all damages and/or "defense expenses" for all “claims” arising out of all “insured events” under this Sexual Misconduct Liability Coverage.

9. Subject to **2.** or **8.** above, whichever amount remaining is less, the Each “Insured Event” Limit shown in the Schedule is the most we will pay for all damages for all “claims” arising out of any one “insured event”.

10. The Aggregate Sexual Misconduct Limit shown in the Schedule of this endorsement cannot be combined with or added to any other Abuse and Molestation Coverage or Abuse and Molestation Defense Reimbursement Only Coverage. When an Abuse and Molestation Coverage Endorsement or an Abuse and Molestation Defense Reimbursement Only Endorsement are included in this coverage part, the applicable aggregate limit of liability applicable to each member will be displayed on the Member Certificate for those members who applied for and were approved for this coverage.

VIII. With respect to this Endorsement only, Paragraph **2. Duties In The Event of Occurrence, Offense, Claim or Suit** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted in its entirety and replaced with the following:

2. Duties in the Event of an Insured Event or Claim

   a. Notice of incident. You shall give us written notice as soon as practicable after an insured becomes aware of an “insured event” or any circumstance(s) that could reasonably give rise to a “claim” covered by this Endorsement. Such notice shall include as much detail as possible and shall include, to the extent possible:

      (1) The identity of the persons alleging “sexual misconduct”;

      (2) The identities of the insureds who allegedly committed the “sexual misconduct”;

      (3) The date the alleged “insured event” took place; and

      (4) Any other information or documentation pertinent to the alleged “insured event”.

   b. If a “claim” is made or “suit” is brought against any insured you must:

      (1) Immediately record the specifics of the “claim” and the date it is received;

      (2) Notify us in writing as soon as practicable;

      (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “claim”;

      (4) Authorize us to obtain records and other information;

      (5) Submit to examination under oath at such times as we reasonably may require concerning any matter relating to this insurance or any “claim”;

      (6) Cooperate with us in the investigation, settlement or defense of the “claim”; and

(7) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any insured because of injury or damage to which this insurance may also apply.

c. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

IX. Paragraph **18.** of **SECTION V – DEFINITIONS** is deleted in its entirety and replaced with the following:

18. "Suit" means a civil proceeding in which damages because of "sexual misconduct" to which this insurance applies are alleged. "Suit" includes:

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

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

X. In addition to the definitions in **SECTION V – DEFINITIONS** of the Policy which apply to this endorsement, the following additional definitions apply to this endorsement only and supersede any similar definitions of the policy to the contrary:

1. "Claim" means a written demand or written notice for damages received by an insured. "Claim" includes a "suit".

2. "Defense expenses" mean

a. All expenses we incur.

b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

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

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

3. "Insured event" means an act or a series of related acts of "sexual misconduct" of any person, committed by anyone, that occurs on the insured premises or as part of the operations to which this insurance applies regardless of the:

a. Number of acts of "sexual misconduct";

b. Number of "victims";

c. Number of "claims" made against an insured alleging "sexual misconduct";

d. Length of time over which such acts of "sexual misconduct" occur; or

e. Number of policy periods over which such "insured events" occur.

All acts of "sexual misconduct" shall be deemed to be one "insured event" and the "insured event" shall be deemed to have occurred in its entirety when the first act of "sexual misconduct" is committed.

4. "Sexual misconduct" means any sexual act (even if consensual) including, but not limited to sexual abuse, sexual molestation, sexual harassment, sexual misconduct, sexual assault, sexual victimization, sexual intimacy, sexual contact, sexual advances, sexual exploitation, requests for sexual favors, verbal, visual or physical conduct of a sexual nature, coercion to engage in sexual activities and licentious or immoral misconduct.

5. "Victim" means a person who is the object of "sexual misconduct".

XI. The Policy is amended to include the following Section:

DEDUCTIBLE APPLICABLE TO THE SEXUAL MISCONDUCT LIABILITY COVERAGE ONLY

The Deductible shown in the Schedule of this endorsement applies on an each and every "insured event" basis and shall be paid by you. The Deductible shall be applied to the payment of judgments and/or settlements.

We may advance payment of part or all of the Deductible amount and upon notification of such payment made, you must promptly reimburse us for the Deductible amounts advanced by us.

All other terms and conditions of the policy remain the same.

Julia A. Oser

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

ABUSE, MOLESTATION, HARASSMENT OR SEXUAL CONDUCT DEFENSE COSTS REIMBURSEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL L IABILITY OVERAGE FORM

The following exclusion is added to Paragraph **2., EXCLUSIONS** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph **2., EXCLUSIONS** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY.**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

a) Any actual, threatened or alleged, sexual abuse, sexual molestation, sexual harassment, sexual misconduct, sexual assault, sexual victimization, sexual intimacy (even if consensual), sexual contact, sexual advances, sexual exploitation, requests for sexual favors, verbal or physical conduct of a sexual nature, coercion to engage in sexual activities, and any resulting mental or emotional injury; or

b) The negligent employment, investigation, supervision, reporting to the proper authorities or failure to so report, or the retention of any person for whom any insured is or has ever been legally responsible and whose conduct would be excluded by Paragraph a.. above.

This endorsement does not change any other provision of this policy.

Notwithstanding the foregoing, the Company will reimburse you for “defense costs” incurred by you which result from a claim subject to a) or b) above. We have no obligation or duty to defend against any claim arising out of a) or b) above.

In order to be reimbursed for your “defense costs” you must:

a. See to it that we receive written notice of the claim or “suit” as soon as practicable; and

b. Submit your “defense costs” for reimbursement with sufficient detail to verify compliance with the definition of “defense costs”; and

c. Have not been found guilty of or liable for abuse, molestation, harassment or sexual conduct.

The most we will reimburse you for “defense costs” is $100,000 per claim and will not exceed $100,000 in the aggregate during the policy period. These limits cannot be combined with or added to any other Abuse, Molestation, Harassment or Sexual Conduct Coverage provided in this coverage part. When both this Endorsement and the Sexual Misconduct Liability Coverage endorsement are included in this coverage part, the applicable per claim and aggregate limit of insurance as shown in this endorsement and applicable to each member will be also be shown on the member’s certificate for those members who applied for and were approved for this coverage.

“Defense costs” are defined as all reasonable fees and expenses including cost of litigation, and claim investigation or legal expenses, resulting from the investigation, adjustment, defense, or appeal of a claim or potential claim, incurred by you. In addition, we will reimburse all reasonable costs that you incur, including up to $250 per day for actual loss of earnings for up to a maximum of 20 days.

“Defense costs” do not include:

a. Prejudgment and post judgment interest on any judgment

b. Any obligation to apply for, furnish or provide collateral for any appeal bonds or bonds to release property that are being used to secure a legal obligation.

c. Any fees and expenses incurred by you prior to the date any claim is first reported to us in writing.

d. Fines, penalties, attorney fees and other costs pertaining to a criminal investigation or processing.

All other terms and conditions of the policy remain the same.

Julia A. Oser

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

LEGAL LIABILITY TO PARTICIPANTS
(Including Player vs Player)

SCHEDULE

Specificied Activities: Refer to Member Certificate
Legal Liability to Participants: Refer to Member Certificate

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Additional Exclusions.

1. The following is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS:**

This insurance does not apply to:

"Bodily injury" to a "participant."

2. The following is added to **SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS,** paragraph **2. EXCLUSIONS:**

We will not pay expenses for "bodily injury" to a "participant."

B. Insuring Agreement.

The following is added to **SECTION I - COVERAGES:**

COVERAGE – LEGAL LIABILITY TO "PARTICIPANTS"

1. Insuring Agreement

a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury" to any "participant" while participating in the Specified Activities in the Schedule of this endorsement. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages for "bodily injury" to any "participant"not participating in the Specified Activities in the Schedule of this endorsement. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III-LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages **A** or **B**, medical expenses under Coverage **C** or Coverage – Legal Liability to "Participants", or any Coverage Section added by endorsement to this policy.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, which also applies to the coverage provided under this endorsement.

b. This insurance applies to "bodily injury" only if:

(1) The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory"; and

(2) The "bodily injury" occurs during the policy period.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions

This insurance does not apply to:

a. "Bodily injury" that is excluded under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** paragraph **2. Exclusions,** Subparagraphs **a., b., c., d., e., f., g., h., i.,** and **o.**

b. Any liability involving "neurodegenerative injury" arising out of or in any way relating, in whole or in part, directly or indirectly, to the participation in, observance of, or monitoring of any of the following sports or athletic activities:

c. "Bodily injury" involving anyone who is not a "participant".

C. SECTION III - LIMITS OF INSURANCE, Paragraphs **1.** and **2.** are replaced by the following:

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

c. Persons or organizations making claims or bringing "suits"; or

d. "Participants".

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

a. Medical Expenses under Coverage **C**;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

c. Damages under Coverage **B**; and

d. Damages under Coverage—Legal Liability To "Participants".

D. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE:**

8. **S**ubject to paragraph **2.** above, the Legal Liability to "Participants" Limit shown in the Declarations is the most we will pay for the sum of all damages under Coverage—Legal Liability To "Participants" because of all "bodily injury" to "participants" arising out of any one "occurrence."

E. Conditions

1. Subparagraph **(1)(a)** of paragraph **b. Excess Insurance** of subsection **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or any other basis, except if specifically written to be excess of this Policy:

That is insurance purchased by any person or organization covering "bodily injury" to a "participant".

2. The following is added to subsection **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** also applies to Bodily Injury to Participants Liability Coverage.

F. Definitions

For purposes of this endorsement, all of the provisions within **SECTION V - DEFINITIONS** are incorporated herein by reference and apply to this endorsement, except the following definitions are added.

1. “Neurodegenerative injury” means any brain injury, neurological injury, disease, condition or dysfunction, including, but not limited to, Alzheimer’s disease, Parkinson’s disease, amyotrophic lateral sclerosis (ALS), mild traumatic brain injury, repetitive brain trauma, chronic traumatic encephalopathy (CTE), dementia, cognitive injury or disorder, memory loss, anxiety disorder, mood disorder, depression, sleeplessness, impulse control problems, headaches or single or repetitive concussive or sub-concussive injury or trauma.
2. “Participant” means a person practicing, instructing or participating in any physical exercises or games, sports or athletic contests or any person engaged in the activities of your day camp operations. In addition, “participant” includes a coach, umpire or referee taking part in your operations.

All other terms and conditions of the policy remain the same.

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

LIMITED COVERAGE - NEURODEGENERATIVE INJURY FOR SPECIFIED SPORTS OR ATHLETIC ACTIVITIES ENDORSEMENT

NOTICE: THE LIMITS OF INSURANCE AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Schedule

Limits of Insurance	
Neurodegenerative Injury Aggregate	Refer to Member Certificate
Neurodegenerative Injury Each Occurrence	Refer to Member Certificate
Neurodegenerative Injusry Supplementary Payments Aggregate	Refer to Member Certificate
Neurodegenerative Injury Supplementary Payments Each Occurrence	Refer to Member Certificate
These Neurodegenerative Injury Limits of Insurance, other than prejudgment and post-judgment interest, are subject to the General Aggregate Limit of Insurance on the Member Certificate.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

I. Additional Exclusions

A. The following is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**:

This insurance does not apply to:

"Bodily injury" to a "specified player".

B. The following is added to **SECTION I - COVERAGES, COVERAGE C - MEDICAL PAYMENTS**, paragraph **2. EXCLUSIONS**:

We will not pay expenses for "bodily injury" to a "specified player".

II. The following is added to **SECTION I - COVERAGES:**

Limited Coverage - Neurodegenerative Injury to Specified Players for Sports or Athletic Activities

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" involving "neurodegenerative injury" to "specified players" caused by sports or athletic activities to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury” involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

(1) The amount we will pay for damages and/or Supplementary Payments is limited as described in Section lll and this endorsement; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of:

(a) judgments or settlements under Coverages **A** or **B**;

(b) judgments or settlements under any Coverage Section added by an endorsement to this policy;

(c) medical expenses under Coverage **C**; or

(d) judgment, settlements and/or Supplementary Payments, other than prejudgment or post judgment interest, under this Limited Coverage - Neurodegenerative Injury to Specified Players for Sports or Athletic Activities.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, which also applies to the coverage provided under this endorsement.

b. This insurance applies to "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities only if:

(1) The "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities occurred, then any continuation, change or resumption of such "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities after the end of the policy period.

d. "Bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph1.of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities; or

(3) Becomes aware by any other means that "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities has occurred or has begun to occur.

e. Damages because of "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

- **f.** All “bodily injury” involving “neurodegenerative injury” to “specified players” caused by a sport or athletic activity qualifies as one “occurrence.”
- **g.** In the event of continuous, progressive or repeated “bodily injury” involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities over any length of time, the “bodily injury” shall be deemed to occur on the first date of the sports or athletic activities giving rise to such “bodily injury.”
- **h.** You submit to us a written diagnosis by a licensed physician of the “bodily injury” involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities. Such written diagnosis must have been made at the time the “bodily injury” involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities first occurs.

2. Exclusions

This insurance does not apply to:

1. “Bodily injury” that is excluded under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** paragraph **2. EXCLUSIONS,** Subparagraphs **a., b., c., d., e., f., g., h., i.,** and **o.**
2. A claim or “suit” brought against any “specified player” in a sports or athletic activity seeking damages for any actual or alleged injury to another such “specified player”. However, this exclusion does not apply to claims or “suits” brought against you or any additional insureds who have been endorsed onto this policy. No “specified player” shall be considered an insured for the purpose of this exclusion.
3. “Bodily injury” involving anyone who is not a “specified player”.

III. With respect to **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, Subparagraph **1.a.(2)** of each Coverage is deleted in its entirety and replaced with the following:

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of:

- **(a)** judgments or settlements under Coverages **A** or **B**;
- **(b)** judgments or settlements under any Coverage Section added by an endorsement to this policy;
- **(c)** medical expenses under Coverage **C**; or
- **(d)** judgment, settlements and/or Supplementary Payments, other than prejudgment or post judgment interest, under this Limited Coverage – Neurodegenerative Injury to Specified Players for Sports or Athletic Activities.

IV. For the purposes of this Endorsement, Paragraph **1.** of the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is deleted in its entirety and replaced with the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend.

- **a.** All expenses we incur.
- **b.** Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- **c.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.
- **e.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

These payments are included within and shall reduce the Neurodegenerative Injury Supplementary Payments Aggregate and the Neurodegenerative Injury Supplementary Payments Each Occurrence limits of insurance shown in the Schedule above and are subject to the General Aggregate Limit of Insurance of the Policy.

V. The following is added to the Policy as follows:

We will pay the following expenses in addition to the limits of insurance shown in the Schedule above and not subject to the General Aggregate limit of insurance of the Policy:

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

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

VI. For the purposes of this Endorsement, paragraphs **1.** and **2.** of **SECTION III - LIMITS OF INSURANCE** are deleted in their entirety and replaced with the following:

1. The Limits of Insurance shown in the Schedule above and in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

c. Persons or organizations making claims or bringing "suits";

d. "Specified players" sustaining injury; or

e. Actual or alleged "neurodegenerative injuries".

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

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A**, except for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

c. Damages and/or Supplementary Payments, other than prejudgment or post judgment interest, under this Limited Coverage - Neurodegenerative Injury to Specified Players for Sports and Athletic Activities;

d. Damages under Coverage **B**; and

e. Damages under any Coverage Section added by an endorsement to this policy.

VII. SECTION III – LIMITS OF INSURANCE is amended to include the following paragraphs:

8. The Neurodegenerative Injury Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all damages under this Limited Coverage - Neurodegenerative Injury to Specified Players for Sports and Athletic Activities for "bodily injury" involving "neurodegenerative injury" to "specified players" caused by sports or athletic activities during the policy period. The Neurodegenerative Injury Aggregate limit is part of, and not in addition to, the General Aggregate Limit.

9. The Neurodegenerative Injury Supplementary Payment Aggregate limit shown in the Schedule above is the most we will pay for the sum of Supplementary Payments under this Limited Coverage - Neurodegenerative Injury to Specified Players for Sports and Athletic Activities for "bodily injury" involving "neurodegenerative injury" to "specified players" caused by sports or athletic activities during the policy period. The Neurodegenerative Injury Supplementary Payments Aggregate limit is part of, and not in addition to, the General Aggregate Limit.

10. Subject to Paragraphs **2**. and **8.** above, whichever amount remaining is less, the Neurodegenerative Injury Each Occurrence Limit shown in the Schedule above is the most we will pay for the sum of damages under this Limited Coverage - Neurodegenerative Injury to Specified Players for Sports and Athletic Activities for "bodily injury" involving "neurodegenerative injury" to "specified players" caused by sports or athletic activities in any one "occurrence".

11. Subject to Paragraphs **2**. and **9.** above, whichever amount remaining is less, the Neurodegenerative Injury Supplementary Payment Each Occurrence limit shown in the Schedule above is the most we will pay for the sum Supplementary Payments under this Limited Coverage - Neurodegenerative Injury to Specified Players for Sports and Athletic Activities for "bodily injury" involving "neurodegenerative injury" to "specified players" caused by sports or athletic activities in any one "occurrence".

12. Prejudgment or Post judgment interest are addition to the limits of insurance shown in the Schedule above and not subject to the General Aggregate limit of insurance of the Policy..

VIII. For purposes of this Endorsement, all of the provisions within **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are incorporated herein by reference and apply to this endorsement, except the following condition is added:

Two or More Coverage Forms or Policies Issued by Us

If this endorsement and any other coverage endorsement or policy issued to you by us or any company affiliated with us apply to the same “occurrence”, the maximum Limit of Insurance under all the endorsements or policies shall not exceed the highest applicable Limit of Insurance under any one endorsement or policy.

IX. Subparagraph **(1)(a)** of paragraph **b. Excess Insurance** of subsection **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, except if specifically written to be excess of this Policy:

That is insurance purchased by any person or organization covering a sports or athletic activity that covers “bodily injury” involving “neurodegenerative injury” to “specified players” caused by such sports or athletic activities.

X. For purposes of this endorsement, all of the provisions within **SECTION V—DEFINITIONS** incorporated herein by reference and apply to this endorsement, except the following definitions are added.

“Neurodegenerative injury” means any brain injury, neurological injury, disease, condition or dysfunction, including, but not limited to, Alzheimer’s disease, Parkinson’s disease, amyotrophic lateral sclerosis (ALS), mild traumatic brain injury, repetitive brain trauma, chronic traumatic encephalopathy (CTE), dementia, cognitive injury or disorder, memory loss, anxiety disorder, mood disorder, depression, sleeplessness, impulse control problems, headaches or single or repetitive concussive or sub-concussive injury or trauma.

“Specified player” means a team player participating in any physical exercise, training session, practice session, game, competition, or exhibition in the following sports activities: Ice Hockey, Lacrosse, Soccer (Age 18 & under), Street/Field/Floor & Roller Hockey, and Wrestling (Age 18 & under).

All other terms and conditions of the policy remain the same.

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

MEDICAL PAYMENTS FOR PARTICPANTS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Specified Activities:	Refer to Member Certificate
Medical Payments For Participants Limit:	Refer to Member Certificate
☐ Primary	
☒ Excess Insurance	
☒ Deductible Will Be Reduced By Other Insurance Or Plan	

A. Exclusion **2.e.** Athletics Activities under Section **I** – Coverage, Coverage **C** – Medical Payments is replaced by the following:

e. Athletics Activities

To a:

(1) "Participant"; or

(2) Person, other than a "participant", injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.

B. The following is added to Section **I** – Coverages:

MEDICAL PAYMENTS FOR PARTICIPANTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" to a "participant" caused by an accident, provided that:

(1) The accident takes place:

(a) In the "coverage territory";

(b) During the policy period; and

(c) While the "participant" is engaged in the Specified Activities shown in the Schedule of this endorsement;

(2) The expenses are incurred and reported to us within two years of the date of the accident; and

(3) The injured "participant" submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in Paragraph **B.** of this endorsement. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing, and funeral services.

2. **Exclusions**

This Medical Payments For Participants coverage does not apply to:

a. **Coverage A Exclusions**

"Bodily injury" that is excluded under Section **I** – Coverages, Coverage **A,** Exclusions **2.a., b., c., d., e., f., g., h., i., o.,** and **q.**

b. **Coverage C Exclusions**

Expenses for "bodily injury" that is excluded under Section **I** – Coverages, Coverage **C,** Exclusions **2.a., b., c., d.,** and **f.**

C. With respect only to the coverage provided by this endorsement, the following is added to Section **III** – Limits Of Insurance:

Subject to the General Aggregate Limit Of Insurance shown in the Declarations, the Medical Payments For Participants Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all medical expenses because of "bodily injury" sustained by any one "participant".

D. If Excess Insurance is indicated by an "X" in the Schedule of this endorsement, then with respect only to the coverage provided by this endorsement, Condition **4.** Other Insurance under Section **IV** – Commercial General Liability Conditions is replaced by the following:

4. **Other Insurance**

This insurance is excess over any insurance which provides coverage for medical expense, including any ERISA governed plan.

E. With respect only to this endorsement, the following definition is added to the Definitions section:

"Participant" means a person practicing, instructing or participating in any physical exercises or games, sports or athletic contests or any person engaged in the activities of your day camp operations. In addition, “participant” includes a coach, umpire or referee taking part in your operations

F. Deductible

Our obligation under Medical Payments For Participants coverage to pay medical expenses on your behalf applies only to the amount of expenses in excess of any deductible amount shown in the Extension Of Declarations.

If Deductible Will Be Reduced By Other Insurance Or Plan is indicated by an "X" in the Schedule of this endorsement, then covered medical expenses paid or payable under any other insurance policy or plan will reduce the deductible amount.

All other terms and conditions remain unchanged.

Julia A. Oser

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M. 01/01/01
Forms a part of Policy No. 9YAPG0001334487200

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE PROVISION – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Person Or Organization:
As required by written contract, and shown on a certificate of insurance that has been issued by an authorized representative.

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Person Or Organization shown in the Schedule of this endorsement, provided that:

(1) Such Person Or Organization is an additional insured under your policy;

(2) The additional insured is a Named Insured under such other insurance; and

(3) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the policy remain the same.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): As required by written contract, and shown on a certificate of insurance that has been issued by an authorized representative.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
As requested and endorsed
Name Of Person(s) Or Organization(s) (Additional Insured):
As requested and endorsed
Additional Premium: **$**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Sponsors Co-Promoters Owners, Managers and/or lessors of premises leased, rented or loaned to you Coaches, officials & referees;
Member teams, leagues, clubs and organizations of the enrolled member; Any “sport governing body” which you have agreed to name as an additional insured, provided that the oral or written agreement was entered into prior to the “occurrence” or offense. Sport Governing Body = a group or an organization that has regulatory or sanctioning function to enforce policies for member sport teams/leagues.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
As requested and for whom a certificate of insurance has been issued by an authorized representative.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): As requested and for whom a certificate of insurance has been issued by an authorized representative.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – GRANTOR OF LICENSES – AUTOMATIC STATUS WHEN REQUIRED BY LICENSOR

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that grants licenses to you when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to their liability as grantor of licenses to you.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person(s) or organization(s) status as an additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or

2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE		
Limit of Insurance		**Additional Premium**
A. Hired Auto Liability	Refer to Member Certificate	INCLUDED
B. Non-Owned Auto Liability	Refer to Member Certificate	INCLUDED
If no information is stated above, the relevant information to complete the Schedule will be shown in the Declarations.		

A. The coverage provided by this endorsement will apply only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule above.

1. Hired Auto Liability

The coverage provided under **Coverage A – Bodily Injury and Property Damage Liability** under **Section I – Coverages** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. Non-Owned Auto Liability

The coverage provided under **Coverage A – Bodily Injury and Property Damage Liability** under **Section I – Coverages** applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

B. For the purposes of this endorsement only, the following apply:

1. Under Paragraph **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** under **Section I – Coverages**, subparagraphs **b., c., e., g., h., j., k., l., m.,** and **n.** are deleted in their entirety.

2. Paragraph **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** under **Section I – Coverages** is amended by the addition of the following exclusions:

This insurance does not apply to:

a. Contractual Liability

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

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

b. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) "Bodily injury" to domestic "employees" not entitled to workers' compensation benefits.

c. Damage to Property

"Property damage" to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody, or control of the insured.

C. For the purposes of this endorsement only, **Section II - Who Is An Insured** is deleted in its entirety and replaced by the following:

SECTION II - WHO IS AN INSURED

1. Each of the following is an insured under this endorsement to the extent set forth below:

a. You;

b. Any other person using a "hired auto" with your permission;

c. For a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.

d. Any other person or organization, but only with respect to or their liability because of acts or omissions of an insured under Paragraphs **a., b**. or **c.** above.

2. None of the following is an insured under this endorsement:

a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother, or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;

c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non- owned auto" or any agent or "employee" of any such owner or lessee; or

e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement only, **Section III - Limits Of Insurance** is deleted in its entirety and replaced by the following:

SECTION III - LIMITS OF INSURANCE

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable Limit of Insurance shown in the Schedule of this endorsement or in the Declarations.

E. For the purposes of this endorsement only, **4. Other Insurance in Section IV – Commercial General Liability Conditions** is deleted in its entirety and replaced by the following:

4. Other Insurance

This insurance is specifically excess over any primary insurance covering the "hired auto" or "non- owned auto".

F. For the purposes of this endorsement only, the following additional definitions are added to **Section V - Definitions:**

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".

2. "Hired auto" means any "auto" you lease, hire, rent, or borrow. "Hired auto" does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", your partners, or your "executive officers", or members of their households.

3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent, or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners, or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

All other terms and conditions of the policy remain the same.

Julia A. Oser

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

EXCLUSION - BODILY INJURY TO PARTICIPANTS WHILE IN A HIRED AUTO OR NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following exclusion is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** but only with respect to Hired Auto Liability and Non-Owned Auto Liability coverages.

This insurance does not apply to:

Bodily Injury To Participants

"Bodily injury" to any "participant" while in a "hired auto" or "non-owned auto".

B. The following definitions are added to the Definitions section:

"Hired auto" means any "auto" you lease, hire, rent, or borrow. "Hired auto" does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", your partners, or your "executive officers", or members of their households.

"Non-owned auto" means any "auto" you do not own, lease, hire, rent, or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners, or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

“Participant” means a person practicing, instructing or participating in any physical exercises or games, sports or athletic contests or any person engaged in the activities of your day camp operations. In addition, “participant” includes a coach, umpire or referee taking part in your operations.

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: June 30, 2024
Forms a part of Policy No.: 9YAPG0001334487200

EXCLUSION – MULTI-PASSENGER VEHICLE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to **SECTION I-COVERAGES, COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** but only with respect to Hired Auto Liability and Non-Owned Auto Liability coverages:

This insurance does not apply to:

Multi-Passenger Vehicle

"Bodily injury" or "property damage" arising out of any vehicle designed to carry 9 or more persons.

All other terms and conditions remain unchanged.

Authorized Representative