FARM BUREAU INSURANCE®
7373 W. Saginaw Hwy., P.O. Box 30400
Lansing, MI 48909-7900

Farm Bureau Mutual Insurance Company of Michigan
Farm Bureau Life Insurance Company of Michigan
Farm Bureau General Insurance Company of Michigan

04/18/2026

PNDOOZ00200007-988875940- (FLAT)
THE LAKES OF WOODBRIDGE CONDOMINIUM
ASSOCIATION
6312 STADIUM DR
KALAMAZOO MI 49009-2014

Policy Type:
Businessowners Policy
Policy Number:
BO-11726363
Agent:
MB RISK SERVICES #7000
Phone Number:
248-257-5556

A change has been made to your **Businessowners Policy**. Listed below is a description of the transaction.

Update CUP for MPC

Your policy Declarations and any forms impacted by this change are enclosed. Please review the enclosed policy documents carefully. Note that many of these policy documents are printed on both sides of the page.

If you have any questions about the information on your Declarations or the coverages described in your policy, please contact your Farm Bureau Insurance agent, MB Risk Services, at 248-257-5556. It's important to keep your policy up to date. Contact your agent when changes occur. Your agent is always ready to work with you and help tailor your coverages to fit your changing needs.

Our mission is to protect the people of Michigan from the risks of everyday life. Thank you for choosing us as your insurance company. We look forward to helping you with all your insurance needs.

Farm Bureau General Insurance Company of Michigan

PNDOOZ00200007 - 000070117N0500

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Discounts

Multi-Policy Discount:

Policy(ies) that qualified you for this discount:

- [ ] Business Auto Policy
- [ ] Personal Auto
- [ ] Commercial Package Policy
- [x] Umbrella
- [ ] Country Estate
- [ ] Work. Comp.
- [ ] Farmowners
- [ ] Homeowners/Mobile Homeowners/Lake Estate

FB Partners:

- [ ] Business Auto Policy
- [ ] Commercial Package Policy or Other
- [ ] Umbrella
- [ ] Work. Comp.

Premium Summary

Total Annual Premium for Property and Liability Coverages:	$	49,027.00
Full Pay Discount	$	4,897.00
Total Annual Premium with Full Pay:	**$**	**44,130.00**

PNDOOZ0020007 - 0000702177000

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Effective Date	Policy Period (12:01 a.m. standard time)	Policy Number
May 1, 2026	**05/01/2026 TO 05/01/2027**	**BO-11726363**

Named Insured and Mailing Address:

THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION
6312 STADIUM DR
KALAMAZOO MI 49009-2014

Payment Plan: **Full Pay**
Payment Method: **Manual**
Account Number: **1002143565**
Billing Account Number: **1002143565-01**
Agent: **MB RISK SERVICES**
56849 GRAND RIVER AVE STE 12
PO BOX 810
NEW HUDSON MI 48165-9564
248-257-5556
service@marisbrowninsurance.com

PNDOCZ0200007 - 000070317R0000

For 24-hour claim reporting, call 877-FBINSMI (324-6764) or visit our website at FarmBureauInsurance.com.

This policy is exempt from the filing requirements of section 2236 of Michigan's Insurance Code of 1956, as amended, 1956 PA 218, MCL 500.2236.

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. The premium may be subject to adjustment.

Premium Impact Resulting from this Policy Change

Your premium was not affected by this change.

Description of Business

Business Type	Type of Legal Entity
APARTMENT CONDOMINIUM ASSOCIATION	NONPROFIT CORPORATION

Description of Premises

Loc. No.	Location Address	Protection Class
1	7507 WOODBRIDGE LN, PORTAGE, MI 49024-4097	3

Bldg. No.	Occupancy	Construction
1	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 7507, 7515, 7521 Woodbridge Lane

Bldg. No.	Occupancy	Construction
2	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 7533, 7539, 7545, 7551 Woodbridge Lane

Bldg. No.	Occupancy	Construction
3	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 7563, 7569, 7575 Woodbridge Lane

Description of Premises continued

Loc. No.	Location Address			Protection Class
	Bldg. No.	**Occupancy**	**Construction**	
	4	Apartment Condominium Association	Frame Construction	
		Roof Type	**Year Roofing Replaced**	
		Shingles, Asphalt	2025	
	Building Description: 7601, 7607, 7615 Woodbridge Lane			
	Bldg. No.	**Occupancy**	**Construction**	
	5	Apartment Condominium Association	Frame Construction	
		Roof Type	**Year Roofing Replaced**	
		Shingles, Asphalt	2025	
	Building Description: 7502, 7508, 7514, 7520 Woodbridge Lane			
	Bldg. No.	**Occupancy**	**Construction**	
	6	Apartment Condominium Association	Frame Construction	
		Roof Type	**Year Roofing Replaced**	
		Shingles, Asphalt	2025	
	Building Description: 7532, 7538, 7544, 7550 Woodbridge Lane			
	Bldg. No.	**Occupancy**	**Construction**	
	7	Apartment Condominium Association	Frame Construction	
		Roof Type	**Year Roofing Replaced**	
		Shingles, Asphalt	2025	
	Building Description: 7568, 7574, 7580 Woodbridge Lane			
	Bldg. No.	**Occupancy**	**Construction**	
	8	Apartment Condominium Association	Frame Construction	
		Roof Type	**Year Roofing Replaced**	
		Shingles, Asphalt	2025	
	Building Description: 7600, 7606, 7612 Woodbridge Lane			
	Bldg. No.	**Occupancy**	**Construction**	
	9	Apartment Condominium Association	Frame Construction	
		Roof Type	**Year Roofing Replaced**	
		Shingles, Asphalt	2025	
	Building Description: 3500, 3506, 3512, 3518 Kirkaldy Ct			
	Bldg. No.	**Occupancy**	**Construction**	
	10	Apartment Condominium Association	Frame Construction	
		Roof Type	**Year Roofing Replaced**	
		Shingles, Asphalt	2025	
	Building Description: 3530, 3536, 3542, 3548 Kirkaldy Ct			
	Bldg. No.	**Occupancy**	**Construction**	
	11	Apartment Condominium Association	Frame Construction	
		Roof Type	**Year Roofing Replaced**	
		Shingles, Asphalt	2025	
	Building Description: 3645, 3647, 3649, 3651, 3653, 3655, 3657, 3659 Tartan Circle			
	Bldg. No.	**Occupancy**	**Construction**	
	12	Apartment Condominium Association	Frame Construction	
		Roof Type	**Year Roofing Replaced**	
		Shingles, Asphalt	2025	
	Building Description: 3621, 3625, 3629, 3631, 3633, 3635 Tartan Circle			

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Description of Premises continued

Loc. No. | Location Address | Protection Class

Bldg. No.	Occupancy	Construction
13	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3601, 3603, 3605, 3607, 3609, 3611, 3613, 3615 Tartan Circle

Bldg. No.	Occupancy	Construction
14	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3702, 3704, 3706, 3708, 3710, 3712, 3714, 3716 Tartan Circle

Bldg. No.	Occupancy	Construction
15	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 7661, 7667, 7673 Moors Pointe Way

Bldg. No.	Occupancy	Construction
16	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3525, 3531, 3537 Woodbridge Lane

Bldg. No.	Occupancy	Construction
17	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3501, 3507, 3515 Woodbridge Lane

Bldg. No.	Occupancy	Construction
18	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3662, 3666 Tartan Circle

Bldg. No.	Occupancy	Construction
19	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3650, 3654 Tartan Circle

Bldg. No.	Occupancy	Construction
20	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3636, 3640 Tartan Circle

Bldg. No.	Occupancy	Construction
21	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3622, 3628, 3630 Tartan Circle

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BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Description of Premises continued

Loc. No. | Location Address | Protection Class

Bldg. No.	Occupancy	Construction
22	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3725 Tartan Circle

Bldg. No.	Occupancy	Construction
23	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3733, 3739 Tartan Circle

Bldg. No.	Occupancy	Construction
24	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3743, 3745, 3747, 3749, 3751, 3753 Tartan Circle

Bldg. No.	Occupancy	Construction
25	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3765, 3767, 3769, 3771, 3773, 3775 Tartan Circle

Bldg. No.	Occupancy	Construction
26	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3764, 3762, 3768, 3766, 3772, 3770 Tartan Circle

Bldg. No.	Occupancy	Construction
27	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3744, 3746, 3748, 3750, 3752, 3754 Tartan Circle

Bldg. No.	Occupancy	Construction
28	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3732, 3734, 3736, 3738, 3740, 3742 Tartan Circle

Bldg. No.	Occupancy	Construction
29	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 7662, 7668, 7674, 7680 Moors Pointe Way

Bldg. No.	Occupancy	Construction
30	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3609, 3615, 3621 Woodbridge Lane

Description of Premises continued

Loc. No. Location Address — Protection Class

Bldg. No.	Occupancy	Construction
31	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 7695, 7697, 7699 Vernard Circle

Bldg. No.	Occupancy	Construction
32	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 7670, 7672, 7674 Vernard Cir

Bldg. No.	Occupancy	Construction
33	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 7692, 7694, 7696, 7698 Vernard Circle

Bldg. No.	Occupancy	Construction
34	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3720, 3736, 3744 Woodbridge Lane

Bldg. No.	Occupancy	Construction
35	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3750, 3774, 3786 Woodbridge Lane

Bldg. No.	Occupancy	Construction
36	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 7679, 7683, 7687, 7691, 7695, 7699 Blackmar Circle

Bldg. No.	Occupancy	Construction
37	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 7647, 7651, 7655, 7659, 7663, 7667, 7671, 7675 Blackmar Circle

Bldg. No.	Occupancy	Construction
38	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 7615, 7619, 7623, 7627, 7631, 7635, 7639, 7643 Blackmar Circle

Bldg. No.	Occupancy	Construction
39	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3716, 3728, 3740 Woodbridge Lane

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Description of Premises continued

Loc. No. | Location Address | Protection Class

Bldg. No.	Occupancy	Construction
40	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3660, 3668, 3674, 3680 Woodbridge Lane

Bldg. No.	Occupancy	Construction
41	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3602, 3608, 3614, 3620 Woodbridge Lane

Bldg. No.	Occupancy	Construction
42	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3568, 3576. 3582. 3588 Woodbridge Lane

Bldg. No.	Occupancy	Construction
43	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3510, 3516, 3520 Woodbridge Lane

Bldg. No.	Occupancy	Construction
44	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3484, 3490, 3496, 3500 Woodbridge Lane

Bldg. No.	Occupancy	Construction
45	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Shingles, Asphalt	2025

Building Description: 3458, 3464, 3470 Woodbridge Lane

Bldg. No.	Occupancy	Construction
46	Apartment Condominium Association	Frame Construction
	Roof Type	**Year Roofing Replaced**
	Not Applicable	2025

Building Description: Miscellaneous Outdoor Property (Signs, Fences, Mailboxes, Lighting, Etc.)

Property Coverage

		Limit of Insurance
Blanket	Building	$ 52,681,666

Loc No.	Bldg. No.	Type of Property*	Valuation Method **	Limit of Insurance	Deductible	Windstorm or Hail Deductible	Building Annual Increase Percentage
1	1	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	2	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					

Property Coverage continued

1	3	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	4	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	5	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	6	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	7	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	8	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	9	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	10	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	11	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	12	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	13	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	14	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	15	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	16	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	17	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					
1	18	Building	RC	$ INCLUDED	$ 25,000	1%	4%
		Condominiums - Residential Condominium (Association risk only)					

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BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Property Coverage continued

1	19	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	20	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	21	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	22	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	23	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	24	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	25	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	26	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	27	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	28	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	29	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	30	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	31	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	32	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	33	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%
1	34	Building Condominiums - Residential Condominium (Association risk only)	RC	$ INCLUDED	$ 25,000	1%	4%

Property Coverage continued

1	35	Building Condominiums - Residential Condominium (Association risk only)	RC	$	INCLUDED	$ 25,000	1%	4%
1	36	Building Condominiums - Residential Condominium (Association risk only)	RC	$	INCLUDED	$ 25,000	1%	4%
1	37	Building Condominiums - Residential Condominium (Association risk only)	RC	$	INCLUDED	$ 25,000	1%	4%
1	38	Building Condominiums - Residential Condominium (Association risk only)	RC	$	INCLUDED	$ 25,000	1%	4%
1	39	Building Condominiums - Residential Condominium (Association risk only)	RC	$	INCLUDED	$ 25,000	1%	4%
1	40	Building Condominiums - Residential Condominium (Association risk only)	RC	$	INCLUDED	$ 25,000	1%	4%
1	41	Building Condominiums - Residential Condominium (Association risk only)	RC	$	INCLUDED	$ 25,000	1%	4%
1	42	Building Condominiums - Residential Condominium (Association risk only)	RC	$	INCLUDED	$ 25,000	1%	4%
1	43	Building Condominiums - Residential Condominium (Association risk only)	RC	$	INCLUDED	$ 25,000	1%	4%
1	44	Building Condominiums - Residential Condominium (Association risk only)	RC	$	INCLUDED	$ 25,000	1%	4%
1	45	Building Condominiums - Residential Condominium (Association risk only)	RC	$	INCLUDED	$ 25,000	1%	4%
1	46	Building Condominiums - Residential Condominium (Association risk only)	RC	$	INCLUDED	$ 25,000	1%	4%

*BPP = Business Personal Property BPPY = Business Personal Property Permanent Yard Storage
**RC = Replacement Cost ACV = Actual Cash Value FV = Functional Valuation

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BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Liability Coverage Limits

		Limit of Insurance
Liability and Medical Expenses	$	2,000,000
Personal and Advertising Injury		INCLUDED
Medical Expenses (Per Person)	$	10,000
Damage to Premises Rented to You (Each Occurrence)	$	50,000
Other than Products-Completed Operations Aggregate Limit	$	4,000,000
Products-Completed Operations Aggregate Limit	$	4,000,000

Classification

Loc. No.	Bldg. No.	Classification	Class Code	Premium Basis	Exposure
1	1	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	2	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	3	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	4	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	5	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	6	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	7	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	8	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	9	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	10	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	11	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	12	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	13	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	14	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A

Classification continued

Loc. No.	Bldg. No.	Classification	Class Code	Premium Basis	Exposure
1	15	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	16	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	17	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	18	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	19	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	20	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	21	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	22	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	23	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	24	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	25	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	26	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	27	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	28	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	29	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	30	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	31	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	32	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	33	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A

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Classification continued

Loc. No.	Bldg. No.	Classification	Class Code	Premium Basis	Exposure
1	34	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	35	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	36	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	37	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	38	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	39	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	40	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	41	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	42	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	43	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	44	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	45	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A
1	46	Condominiums - Residential Condominium (Association risk only)	69145	Limit of Insurance	$ N/A

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Broadening Endorsement Summary

The below coverages are included in the Broadening Endorsement attached to this policy.

Item	Description
Building Glass Coverage	$50 Deductible
Business Income - Civil Authority - Waiting Period	No Waiting Period
Business Waiting Period	No Waiting Period
Electronic Data Liability - Limited Coverage	$5,000
Employee Dishonesty	$5,000
Fine Arts	$500
Forgery and Alteration	$5,000
Incidental Malpractice Liability	Included within Business Liabililty Limits
Inventory and Loss Appraisal	$5,000
Money and Securities	$5,000 on-premises $5,000 off-premises
Newly Acquired or Constructed Property - Period of Coverage	90-days
Newly Acquired or Constructed Property - Business Income and Extra Expense Coverage	Extends coverage provided by Business Income and Extra Expense to Newly Acquired or Constructed Property
Outdoor Property	$10,000
Premises Damage from Burglary	Covered peril
Premises Boundary	Increased 1,000 feet
Preservation of Property	No time period
Rekeying of Locks; Lock Replacement	$500
Reward Payment	$5,000
Service Buildings and Incidental Structures	$5,000
Spoilage	$1,000
Utility Services - Direct Damage	$2,500
Utility Services - Time Element	$2,500

The limits shown above replace the limits provided in your Businessowners Coverage Form, BP 00 03, or are additional coverages added to your Businessowners Policy. If the same coverage with a limit equal to or higher than the limit shown above appears elsewhere in this policy, that limit replaces and is not in addition to the limit shown above.

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Select Premier Businessowners Offering Summary

This statement of coverage is added to your Policy Declarations. The following coverages are additional coverages added to your Businessowners Policy, or increased limits for Additional Coverages provided in the Businessowners Policy, BP 00 03, contract.

Coverage	Limit	Provided In
Accounts Receivable	$250,000 on-premises $5,000 off-premises	BP 00 03
Business Personal Property - Off Premises	$50,000	BP 00 03
Business Income - Period of Indemnity	18 months	BP 00 03
Business Income from Dependent Properties	$100,000	BP 00 03
Debris Removal	$100,000	BP 00 03
Employee Dishonesty	$50,000	BP 00 03
Fire Department Service Charge	$10,000	BP 00 03
Forgery and Alteration	$50,000	BP 00 03
Increased Cost of Construction	$100,000	BP 00 03
Key and Lock Replacement	$1,000	GN 66 14
Money and Securities	$25,000 on-premises $25,000 off-premises	BP 00 03
Newly Acquired - Buildings	$1,000,000	BP 00 03
Newly Acquired - Business Personal Property	$500,000	BP 00 03
Newly Acquired - Period of Coverage	120 days	BP 00 03
Ordinance or Law For Tenant's Interest in Improvements and Betterments	$50,000	GN 66 20
Outdoor Property	$100,000	BP 00 03
Personal Effects	$25,000	BP 00 03
Pollutant Clean Up and Removal	$100,000	BP 00 03
Rekeying of Locks; Lock Replacement	$1,000	GN 66 14
Utility Services - Direct Damage	$25,000	GN 66 14
Utility Services - Time Element	$25,000	GN 66 14
Valuable Papers	$250,000 on-premises $5,000 off-premises	BP 00 03

The limits shown above replace the limits provided in your Businessowners Coverage Form, BP 00 03, or are additional coverages added to your Businessowners Policy. If the same coverage with a limit equal to or higher than the limit shown above appears elsewhere in this policy, that limit replaces and is not in addition to the limit shown above.

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Section I - Property Coverages

Ordinance or Law Coverage (BP 04 46 07 13)

Loc. No.	Bldg. No.		Limit of Insurance
1	1	[X] Coverage 1	$ 824,328
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	2	[X] Coverage 1	$ 1,334,504
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 133,450
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	3	[X] Coverage 1	$ 901,796
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	4	[X] Coverage 1	$ 915,492
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	5	[X] Coverage 1	$ 1,218,088
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 121,809
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	6	[X] Coverage 1	$ 1,246,336
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 124,634
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	7	[X] Coverage 1	$ 918,488
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	

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Section I - Property Coverages continued

Loc. No.	Bldg. No.		Limit of Insurance
1	8	[X] Coverage 1	$ 900,512
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	9	[X] Coverage 1	$ 1,136,768
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 113,677
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	10	[X] Coverage 1	$ 1,171,008
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 117,101
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	11	[X] Coverage 1	$ 2,308,816
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 230,882
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	12	[X] Coverage 1	$ 1,588,554
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 158,855
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	13	[X] Coverage 1	$ 2,069,256
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 206,926
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	14	[X] Coverage 1	$ 2,068,126
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 206,813
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	

Section I - Property Coverages continued

Loc. No.	Bldg. No.		Limit of Insurance
1	15	[X] Coverage 1	$ 910,356
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	16	[X] Coverage 1	$ 917,632
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	17	[X] Coverage 1	$ 916,776
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	18	[X] Coverage 1	$ 529,864
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	19	[X] Coverage 1	$ 531,148
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	20	[X] Coverage 1	$ 529,436
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	21	[X] Coverage 1	$ 833,744
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	

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BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Section I - Property Coverages continued

Loc. No.	Bldg. No.		Limit of Insurance
1	22	[X] Coverage 1	$ 267,286
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	23	[X] Coverage 1	$ 527,724
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	24	[X] Coverage 1	$ 1,729,578
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 172,958
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	25	[X] Coverage 1	$ 1,806,870
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 180,687
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	26	[X] Coverage 1	$ 1,517,364
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 151,736
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	27	[X] Coverage 1	$ 1,564,146
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 156,415
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	28	[X] Coverage 1	$ 1,588,554
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 158,855
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	

Section I - Property Coverages continued

Loc. No.	Bldg. No.		Limit of Insurance
1	29	[X] Coverage 1	$ 1,263,028
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 126,303
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	30	[X] Coverage 1	$ 828,608
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	31	[X] Coverage 1	$ 870,552
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	32	[X] Coverage 1	$ 872,478
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	33	[X] Coverage 1	$ 1,145,328
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 114,533
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	34	[X] Coverage 1	$ 872,264
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	35	[X] Coverage 1	$ 825,184
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	

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Section I - Property Coverages continued

Loc. No.	Bldg. No.		Limit of Insurance
1	36	[X] Coverage 1	$ 1,595,786
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 159,579
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	37	[X] Coverage 1	$ 2,065,866
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 206,587
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	38	[X] Coverage 1	$ 2,043,718
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 204,372
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	39	[X] Coverage 1	$ 901,368
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	40	[X] Coverage 1	$ 1,190,696
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 119,070
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	41	[X] Coverage 1	$ 1,225,792
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 122,579
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	42	[X] Coverage 1	$ 1,190,696
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 119,070
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	

Section I - Property Coverages continued

Loc. No.	Bldg. No.		Limit of Insurance
1	43	[X] Coverage 1	$ 885,104
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	44	[X] Coverage 1	$ 1,175,288
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 117,529
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
1	45	[X] Coverage 1	$ 907,360
		[ ] Coverage 2	N/A
		[ ] Coverage 3	N/A
		[X] Coverages 2 and 3 Combined	$ 100,000
		Business Income and Extra Expense [X] Yes [ ] No Waiting Period for Period of Restoration: 0	
		Water Back-Up and Sump Overflow (BP 04 53 07 13)	
1	ALL	Covered Property Annual Aggregate	$ 1,000,000
		Business Income And Extra Expense Annual Aggregate	$ 1,000,000
		Changes - Limited Fungi Coverage (Revised Limit) (BP 05 76 01 10)	
ALL	ALL	Revised Limit:	$ 15,000
		Separate Premises or Locations Option: [ ] Yes [X] No Business Income/Extra Expense - Revised Number of Days: 30	
ALL	ALL	Equipment Breakdown Coverage (GN 66 10 07 20)	
ALL	ALL	Removal of Insurance-to-Value Provision (BP 04 83 01 10)	
ALL	ALL	Business Income Ordinary Payroll Expenses Increased Number of Days: 60	
ALL	ALL	Business Income - Extended Business Income Increased Number of Days: 60	
		Windstorm or Hail Percentage Deductibles (BP 03 12)	
1	ALL	Windstorm or Hail Deductible Percentage: 1%	

Section II - Liability Coverages

Hired Auto and Non-Owned Auto Liability (BP 04 04 01 10)
    Hired Auto Liability - Premium: $64.00   Non-Owned Auto Liability - Premium: $111.00
Electronic Data Liability - Limited Coverage (BP 05 95 05 14)
    Loss of Electronic Data Limit: $5,000
Primary and NonContributory - Other Insurance Condition (BP 14 88 07 13)

Coverages/Endorsements that Apply to Section I and/or Section II

Businessowners Coverage Form (BP 00 03 07 13)
Michigan Changes (BP 01 36 09 17)
Broadening Endorsement (GN 66 14 07 20)
Disclosure Pursuant to Terrorism Risk Insurance Act (BP 05 15)

Coverages/Endorsements that Apply to Section I and/or Section II continued

CAP on Losses from Certified Acts of Terrorism (BP 05 23 01 15)
Exclusion of Certified Acts of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism; CAP on Covered Certified Acts Losses (BP 05 26 01 15)
Exception Covering Certain Fire Losses applies to property located at: **MICHIGAN**
Exclusion of Punitive Damages Related to a Certified Act of Terrorism (BP 05 42 01 15)
Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act) (BP 05 64 01 15)
The Exception Covering Certain Fire Losses (Paragraph B.2.) applies to property located in the following state(s): **MICHIGAN**
Condominium Association Coverage (BP 17 01 07 13)
Residential Community and Office Association Protector Endorsement (GN 69 04 07 20)

Limitations/Exclusions

Employment-Related Practices Exclusion (BP 04 17 01 10)
Communicable Disease Exclusion (BP 14 86 07 13)
Exclusion - Silica or Silica-Related Dust (BP 05 17 01 06)
Exclusion of Loss Due to By-Products of Production or Processing Operations (Rental Properties) (BP 14 78 07 13)

Loc. No.	Bldg. No.	Description of Rental Unit
1	1	Condos rented to others
1	2	Condos rented to others
1	3	Condos rented to others
1	4	Condos rented to others
1	5	Condos rented to others
1	6	Condos rented to others
1	7	Condos rented to others
1	8	Condos rented to others
1	9	Condos rented to others
1	10	Condos rented to others
1	11	Condos rented to others
1	12	Condos rented to others
1	13	Condos rented to others
1	14	Condos rented to others
1	15	Condos rented to others
1	16	Condos rented to others
1	17	Condos rented to others
1	18	Condos rented to others
1	19	Condos rented to others
1	20	Condos rented to others
1	21	Condos rented to others
1	22	Condos rented to others
1	23	Condos rented to others
1	24	Condos rented to others
1	25	Condos rented to others
1	26	Condos rented to others
1	27	Condos rented to others
1	28	Condos rented to others
1	29	Condos rented to others
1	30	Condos rented to others
1	31	Condos rented to others
1	32	Condos rented to others

Limitations/Exclusions continued

1	33	Condos rented to others
1	34	Condos rented to others
1	35	Condos rented to others
1	36	Condos rented to others
1	37	Condos rented to others
1	38	Condos rented to others
1	39	Condos rented to others
1	40	Condos rented to others
1	41	Condos rented to others
1	42	Condos rented to others
1	43	Condos rented to others
1	44	Condos rented to others
1	45	Condos rented to others

Exclusion - Unmanned Aircraft (BP 15 11 12 16)

☐ Bodily Injury and Property Damage ☐ Personal and Advertising Injury

Absolute Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) Exclusion (GL 66 01 11 22)

Fungi or Bacteria Exclusion (Liability) (BP 05 77 01 06)

War & Cyber Operation, Operating System Event, and Widespread Event Exclusion (GN 66 35)

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Statement of Values

Loc No.	Location Address
1	7507 WOODBRIDGE LN, PORTAGE, MI 49024-4097

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
1	Building	1%	$ 824,328

Description: 7507, 7515, 7521 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
2	Building	1%	$ 1,334,504

Description: 7533, 7539, 7545, 7551 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
3	Building	1%	$ 901,796

Description: 7563, 7569, 7575 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
4	Building	1%	$ 915,492

Description: 7601, 7607, 7615 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
5	Building	1%	$ 1,218,088

Description: 7502, 7508, 7514, 7520 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
6	Building	1%	$ 1,246,336

Description: 7532, 7538, 7544, 7550 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
7	Building	1%	$ 918,488

Description: 7568, 7574, 7580 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
8	Building	1%	$ 900,512

Description: 7600, 7606, 7612 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
9	Building	1%	$ 1,136,768

Description: 3500, 3506, 3512, 3518 Kirkaldy Ct

Statement of Values continued

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
10	Building	1%	$	1,171,008

Description: 3530, 3536, 3542, 3548 Kirkaldy Ct

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
11	Building	1%	$	2,308,816

Description: 3645, 3647, 3649, 3651, 3653, 3655, 3657, 3659 Tartan Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
12	Building	1%	$	1,588,554

Description: 3621, 3625, 3629, 3631, 3633, 3635 Tartan Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
13	Building	1%	$	2,069,256

Description: 3601, 3603, 3605, 3607, 3609, 3611, 3613, 3615 Tartan Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
14	Building	1%	$	2,068,126

Description: 3702, 3704, 3706, 3708, 3710, 3712, 3714, 3716 Tartan Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
15	Building	1%	$	910,356

Description: 7661, 7667, 7673 Moors Pointe Way

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
16	Building	1%	$	917,632

Description: 3525, 3531, 3537 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
17	Building	1%	$	916,776

Description: 3501, 3507, 3515 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
18	Building	1%	$	529,864

Description: 3662, 3666 Tartan Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
19	Building	1%	$	531,148

Description: 3650, 3654 Tartan Circle

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Statement of Values continued

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
20	Building	1%	$ 529,436

Description: 3636, 3640 Tartan Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
21	Building	1%	$ 833,744

Description: 3622, 3628, 3630 Tartan Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
22	Building	1%	$ 267,286

Description: 3725 Tartan Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
23	Building	1%	$ 527,724

Description: 3733, 3739 Tartan Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
24	Building	1%	$ 1,729,578

Description: 3743, 3745, 3747, 3749, 3751, 3753 Tartan Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
25	Building	1%	$ 1,806,870

Description: 3765, 3767, 3769, 3771, 3773, 3775 Tartan Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
26	Building	1%	$ 1,517,364

Description: 3764, 3762, 3768, 3766, 3772, 3770 Tartan Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
27	Building	1%	$ 1,564,146

Description: 3744, 3746, 3748, 3750, 3752, 3754 Tartan Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
28	Building	1%	$ 1,588,554

Description: 3732, 3734, 3736, 3738, 3740, 3742 Tartan Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible	Value
29	Building	1%	$ 1,263,028

Description: 7662, 7668, 7674, 7680 Moors Pointe Way

Statement of Values continued

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
30	Building	1%	$	828,608

Description: 3609, 3615, 3621 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
31	Building	1%	$	870,552

Description: 7695, 7697, 7699 Vernard Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
32	Building	1%	$	872,478

Description: 7670, 7672, 7674 Vernard Cir

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
33	Building	1%	$	1,145,328

Description: 7692, 7694, 7696, 7698 Vernard Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
34	Building	1%	$	872,264

Description: 3720, 3736, 3744 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
35	Building	1%	$	825,184

Description: 3750, 3774, 3786 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
36	Building	1%	$	1,595,786

Description: 7679, 7683, 7687, 7691, 7695, 7699 Blackmar Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
37	Building	1%	$	2,065,866

Description: 7647, 7651, 7655, 7659, 7663, 7667, 7671, 7675 Blackmar Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
38	Building	1%	$	2,043,718

Description: 7615, 7619, 7623, 7627, 7631, 7635, 7639, 7643 Blackmar Circle

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
39	Building	1%	$	901,368

Description: 3716, 3728, 3740 Woodbridge Lane

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Statement of Values continued

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
40	Building	1%	$	1,190,696

Description: 3660, 3668, 3674, 3680 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
41	Building	1%	$	1,225,792

Description: 3602, 3608, 3614, 3620 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
42	Building	1%	$	1,190,696

Description: 3568, 3576. 3582. 3588 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
43	Building	1%	$	885,104

Description: 3510, 3516, 3520 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
44	Building	1%	$	1,175,288

Description: 3484, 3490, 3496, 3500 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
45	Building	1%	$	907,360

Description: 3458, 3464, 3470 Woodbridge Lane

Bldg. No.	Type of Property	Windstorm or Hail Deductible		Value
46	Building	1%	$	50,000

Description: Miscellaneous Outdoor Property (Signs, Fences, Mailboxes, Lighting, Etc.)

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Cyber Liability

Named Insured: THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION	Transaction Effective Date: MAY 1, 2026	Policy Number: BO-11726363
Agent Name: MB RISK SERVICES		Agent Number: 7000

NOTICE

- **INSURING AGREEMENTS (A)(1) THROUGH (A)(4) ARE CLAIMS-MADE AND REPORTED COVERAGES. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THESE INSURING AGREEMENTS ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE ENDORSEMENT PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN.**
- **INSURING AGREEMENTS (B)(1) THROUGH (B)(4) ARE EVENT-DISCOVERED AND REPORTED COVERAGES. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THESE INSURING AGREEMENTS ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS FOR EVENTS THAT ARE DISCOVERED DURING THE ENDORSEMENT PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN.**
- **THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS CYBER LIABILITY COVERAGE SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS.**

Item 1. Limits of Liability per Insuring Agreement:	
(A) THIRD PARTY LIABILITY INSURING AGREEMENTS	
(1) Multimedia Liability:	$50,000
(2) Security and Privacy Liability:	$50,000
(3) Privacy Regulatory Defense and Penalties:	$50,000
(4) PCI DSS Liability:	$50,000
(B) FIRST PARTY INSURING AGREEMENTS	
(1) Breach Event Costs:	$50,000
(2) BrandGuard®:	$50,000
(3) System Failure:	$50,000
(4) Cyber Extortion:	$50,000
Item 2. Maximum Aggregate Limit of Liability:	$50,000
Item 3. Endorsement Period:	From: 05/01/2026 To: 05/01/2027
Item 4. Retroactive Date:	Full Unknown Prior Acts Coverage
Item 5. Cyber Liability Extended Reporting Period:	Not Applicable

Endorsement that Applies

Cyber Liability (GN 66 06)

PNDOCZ0200007 - 0000717M0000

BUSINESSOWNERS POLICY | POLICY CHANGE DECLARATIONS

Property and Liability Forms and Endorsements

The following, together with the Businessowners Policy (form BP 00 03) and the most current Declarations, make up your policy. The symbol " √ " beside a Form Number indicates that the Form is enclosed with this mailing.

BP 00 03 07 13	BP 14 88 07 13	BP 15 11 12 16	BP 04 17 01 10
BP 04 04 01 10	BP 01 36 09 17	BP 04 83 01 10	BP 05 76 01 10
BP 05 77 01 06	BP 05 15 12 20	BP 05 23 01 15	BP 05 42 01 15
BP 14 86 07 13	BP 05 26 01 15	BP 05 64 01 15	BP 05 17 01 06
BP 04 53 07 13	BP 17 01 07 13	BP 14 78 07 13	BP 04 46 07 13
BP 03 12 01 10	GN 66 35 02 25	BP 05 95 05 14	GL 66 01 11 22
GN 66 14 07 20	GN 66 10 07 20	GN 66 06 07 20	GN 69 04 07 20
GN 66 20 07 20			

FARM BUREAU INSURANCE®
7373 W. Saginaw Hwy., P.O. Box 30400
Lansing, MI 48909-7900

Farm Bureau Mutual Insurance Company of Michigan
Farm Bureau Life Insurance Company of Michigan
Farm Bureau General Insurance Company of Michigan

04/18/2026

PNDOOV00200003-988875715-S1 (FLAT)
THE LAKES OF WOODBRIDGE CONDOMINIUM
ASSOCIATION
6312 STADIUM DR
KALAMAZOO MI 49009-2014

Policy Type:
Commercial Umbrella Policy
Policy Number:
CU-11726364
Agent:
MB RISK SERVICES #7000
Phone Number:
248-257-5556

PNDOOV00200003 - 000030129MG500

Welcome to Farm Bureau Insurance!

Welcome to the Farm Bureau family! We appreciate your confidence in Farm Bureau Insurance and we will work hard to earn the trust you have placed in us.

Enclosed is your new Commercial Umbrella Policy.

If you are already one of our clients and have now purchased an additional policy from us, we want you to know how much we appreciate your confidence in the Farm Bureau Insurance Companies. We will continue to work hard to earn the trust you have placed in us.

PLEASE READ THE ENCLOSED POLICY DOCUMENTS CAREFULLY. Note that many of these documents are printed on both sides of the page. Please take special note of the Declarations page(s). Review the Declarations carefully to make sure all the information is accurate and your coverages are correct. If you have any questions about the information on your Declarations or the coverages described in your policy, please contact your Farm Bureau Insurance agent, MB Risk Services, at 248-257-5556.

It's important to keep your policy up to date. Contact your agent when changes occur. Your agent is always ready to work with you and help tailor your coverages to fit your changing needs.

Our mission is to protect the people of Michigan from the risks of everyday life. Thank you for choosing us as your insurance company. We look forward to helping you with all your insurance needs.

Farm Bureau General Insurance Company of Michigan

See reverse side for helpful information about benefits, services, and coverages related to your policy!

Your Commercial Umbrella Policy comes with many benefits, services, and coverages, some of which include:

- **24 Hour Claims Reporting** - Call 1-877-FBINSMI (324-6764) or visit our website at FarmBureauInsurance.com.

- **Convenient Billing Services** - We offer several different billing services to best fit your needs, including Account Level Bill (one bill and due date for all policies on the same account), electronic funds transfer (EFT), and online bill payment.

- **FarmBureauInsurance.com** - By setting up an account on our website, you can: view and print your policy documents, sign up for paperless policy and billing documents, view and request changes to your Commercial Umbrella Policy, report a claim, and check the status of a claim.

Your Farm Bureau Insurance agent can provide additional information on any of the items listed above.

The Farm Bureau Insurance Companies have many products available to service all of your insurance needs.

No coverages are provided by this summary and this summary is not an insurance contract. All coverages are subject to exclusions and conditions that are set forth in the insurance policy contract.

FARM BUREAU INSURANCE

Farm Bureau General Insurance Company of Michigan

COMMERCIAL UMBRELLA POLICY | NEW POLICY DECLARATIONS

Effective Date	Policy Period (12:01 a.m. standard time)	Policy Number
May 1, 2026	**05/01/2026 TO 05/01/2027**	**CU-11726364**

Named Insured and Mailing Address:

THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION
6312 STADIUM DR
KALAMAZOO MI 49009-2014

Payment Plan: **Full Pay**
Payment Method: **Manual**
Account Number: **1002143565**
Billing Account Number: **1002143565-01**
Agent: **MB RISK SERVICES**
56849 GRAND RIVER AVE STE 12
PO BOX 810
NEW HUDSON MI 48165-9564
248-257-5556
service@marisbrowninsurance.com

Discounts

Multi-Policy Discount:

Policy(ies) that qualified you for this discount:

- ☐ Personal Umbrella
- ☐ Farmowners Umbrella

Premium Summary

Total Annual Premium for Commercial Umbrella Coverages: . . . . $ 2,352.00

PNDOOV00200003 - 00003022960000

COMMERCIAL UMBRELLA POLICY | NEW POLICY DECLARATIONS

Effective Date	Policy Period (12:01 a.m. standard time)	Policy Number
May 1, 2026	**05/01/2026 TO 05/01/2027**	**CU-11726364**

Named Insured and Mailing Address:

THE LAKES OF WOODBRIDGE CONDOMINIUM ASSOCIATION
6312 STADIUM DR
KALAMAZOO MI 49009-2014

Payment Plan: **Full Pay**
Payment Method: Manual
Account Number: **1002143565**
Billing Account Number: **1002143565-01**
Agent: **MB RISK SERVICES**
56849 GRAND RIVER AVE STE 12
PO BOX 810
NEW HUDSON MI 48165-9564
248-257-5556
service@marisbrowninsurance.com

For 24-hour claim reporting, call 877-FBINSMI (324-6764) or visit our website at FarmBureauInsurance.com.

This policy is exempt from the filing requirements of section 2236 of Michigan's Insurance Code of 1956, as amended, 1956 PA 218, MCL 500.2236.

PNDOOV00200003 - 0000303329Q0000

Limits of Liability

Each Occurrence Limit: $5,000,000 Aggregate Limit: $5,000,000 Self-Insured Retention: $10,000

If the Self-Insured Retention is applicable at the time of a covered loss, it will be waived if all underlying insurance policies are written with Farm Bureau General Insurance Company of Michigan.

Schedule of Underlying Insurance Policies

Type of Policy	Limits of Liability	Insurer	Policy Number
BUSINESSOWNERS LIABILITY	$ 2,000,000 Each Occurrence Personal and Advertising Injury Included $ 4,000,000 General Aggregate $ 4,000,000 Products-Completed Operations Aggregate	FARM BUREAU INSURANCE	BO-11726363
PROFESSIONAL LIABILITY - DIRECTORS & OFFICERS	$ 2,000,000 Each Claim $ 2,000,000 Aggregate Limit	TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	TBD

Coverages and Endorsements

Commercial Umbrella Coverage Form (CU 00 01 04 13)
Michigan Changes (CU 01 16 04 19)
Michigan Changes - Cancellation and Nonrenewal (CU 02 21 04 17)
Michigan - Condominiums, Co-ops, Associations - Directors and Officers Liability Coverage (CU 04 19)
  Named Association: The Lakes of Woodbridge Condominium Association
  Directors and Officers Liability Annual Aggregate Limit of Insurance: $ 5,000,000
  Retained Limit: $ 2,000,000 Pending or Prior Litigation Date: Retroactive Date:
Corporal Punishment (CU 22 19 09 00)
Coverage for Professional Services (CU 24 23 12 07)

Coverages and Endorsements continued

Businessowners Liability Changes Including Products-Completed Operations Aggregate Limit of Insurance (CU 25 03 12 19)
- Each Occurence Limit: $ 5,000,000
- Aggregate Limit (except with respect to "covered autos" or "products-completed operations hazard"): $ 5,000,000
- Products-Completed Operations Aggregate Limit: $ 5,000,000

Underlying Claims-Made Coverage (CU 27 00 04 13)

Common Policy Conditions (IL 00 17 11 98)

Disclosure Pursuant to Terrorism Risk Insurance Act (IL 09 85)

Limitations/Exclusions

Exclusion - Employees and Volunteer Workers as Insureds (CU 21 05 11 16)

Abuse or Molestation Exclusion (CU 21 12 09 00)

Nuclear Energy Liability Exclusion Endorsement (CU 21 23 02 02)

Fungi or Bacteria Exclusion (CU 21 27 12 04)

Exclusion of Other Acts of Terrorism Committed Outside the United States; Cap on Losses from Certified Acts of Terrorism (CU 21 31 01 15)

Exclusion of Punitive Damages Related to a Certified Act of Terrorism (CU 21 36 01 15)

Exclusion of Certified Nuclear, Biological, Chemical or Radiological Acts of Terrorism; Cap On Losses From Certified Acts of Terrorism (CU 21 40)

Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act) (CU 21 44 01 15)

Silica or Silica-Related Dust Exclusion (CU 21 50 03 05)

Total Pollution Exclusion With a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception (CU 21 52 12 05)

Communicable Disease Exclusion (CU 21 58 05 09)

Exclusion - Unmanned Aircraft (CU 21 71 06 15)

Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included (CU 21 87 05 14)

Limited Bodily Injury Definition (CU 24 79)

Cannabis Exclusion with Hemp and Lessors Risk Exceptions (CU 34 24 12 19)

Absolute Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) Exclusion (GL 66 01)

Forms Summary

The following, together with the Commercial Liability Umbrella Coverage Form (form CU 00 01) and the most current Declarations, make up your policy. The symbol " √ " beside a Form Number indicates that the Form is enclosed with this mailing.

√ CU 24 23 12 07	√ CU 24 79 12 19	√ CU 25 03 12 19	√ CU 27 00 04 13
√ CU 34 24 12 19	√ CU 04 19 12 19	√ CU 21 87 05 14	√ GL 66 01 11 22
√ CU 00 01 04 13	√ CU 21 05 11 16	√ CU 01 16 04 19	√ CU 21 12 09 00
√ CU 02 21 04 17	√ CU 21 27 12 04	√ CU 21 31 01 15	√ CU 21 36 01 15
√ CU 21 40 01 15	√ CU 21 44 01 15	√ CU 21 23 02 02	√ CU 21 50 03 05
√ CU 21 52 12 05	√ CU 21 58 05 09	√ CU 21 71 06 15	√ IL 00 17 11 98
√ IL 09 85 12 20	√ CU 22 19 09 00		

Farm Bureau General Insurance Company of Michigan
7373 W. Saginaw Hwy., Lansing, MI 48917 (517) 323-7000

COMMERCIAL LIABILITY UMBRELLA 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 on behalf of the insured the "ultimate net loss" in excess of the "retained limit" 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 damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. 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. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

(1) The amount we will pay for the "ultimate net loss" 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**.

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" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".

c. 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.a.** 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.

d. "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.a.** 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.

e. "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.a.** 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.

f. 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.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

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. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

(1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or

(2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. 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".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"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 Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraph **(a)**, **(b)** or **(c)** above occurs before employment, during employment or after employment of that person.

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.

i. 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; or

(2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft 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 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 50 feet long; and

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

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

(4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or

(5) Aircraft that is:

(a) Chartered by, loaned to, or hired by you with a paid crew; and

(b) Not owned by any insured.

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. 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.

m. Damage To Property

"Property damage" to:

(1) Property:

(a) 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; or

(b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".

(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.

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

Paragraphs **(3)** and **(4)** of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

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

n. Damage To Your Product

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

o. 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.

p. 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.

q. 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.

r. Personal And Advertising Injury

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

s. Professional Services

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

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

(3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

(4) Engineering services, including related supervisory or inspection services;

(5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

(6) Any health or therapeutic service treatment, advice or instruction;

(7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

(8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

(9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(10) Body piercing services;

(11) Services in the practice of pharmacy;

(12) Law enforcement or firefighting services; and

(13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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 rendering of or failure to render any professional service.

t. 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.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

u. 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.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" 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 damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. 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. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

(1) The amount we will pay for the "ultimate net loss" 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**.

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**.

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b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".

c. 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. "Personal and advertising injury":

(1) Knowing Violation Of Rights Of Another

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".

(2) Material Published With Knowledge Of Falsity

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.

(3) Material Published Prior To Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

(4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(a) Liability for damages that the insured would have in the absence of the contract or agreement.

(b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

(6) Breach Of Contract

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

(7) Quality Or Performance Of Goods - Failure To Conform To Statements

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Wrong Description Of Prices

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret

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.

(10) Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

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

(c) 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.

(11) Electronic Chatrooms Or Bulletin Boards

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

(12) Unauthorized Use Of Another's Name Or Product

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.

(13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(14) Employment-related Practices

To:

(a) A person arising out of any:

(i) Refusal to employ that person;

(ii) Termination of that person's employment; or

(iii) 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

(b) 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 Paragraph **(i)**, **(ii)** or **(iii)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraph **(i)**, **(ii)** or **(iii)** above occurs before employment, during employment or after employment of that person.

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.

(15) Professional Services

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(a) Legal, accounting or advertising services;

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

(c) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

(d) Engineering services, including related supervisory or inspection services;

(e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

(f) Any health or therapeutic service treatment, advice or instruction;

(g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

(h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

(i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(j) Body piercing services;

(k) Services in the practice of pharmacy;

(l) Law enforcement or firefighting services; and

(m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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 offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

(16) War

However caused, arising, directly or indirectly, out of:

(a) War, including undeclared or civil war;

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

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

(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

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

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

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

(d) 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.

b. "Pollution cost or expense".

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, when the duty to defend exists:

a. All expenses we incur.

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b. Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. 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. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".

3. 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. Except for liability arising out of the ownership, maintenance or use of "covered autos":

a. If you are designated in the Declarations as:

(1) 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.

(2) 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.

(3) 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.

(4) 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.

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

b. Each of the following is also an insured:

(1) 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:

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

(i) 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" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;

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

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(a)(i)** or **(ii)** above.

(b) "Property damage" to property:

(i) Owned, occupied or used by;

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

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

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

(3) Any person or organization having proper temporary custody of your property if you die, but only:

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

(b) Until your legal representative has been appointed.

(4) 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.

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

(1) 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;

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

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

2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":

a. You are an insured.

b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:

(1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.

(2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.

(6) "Employees" with respect to "bodily injury" to:

(a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

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

c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject 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:

a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not 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, "suits" brought, or number of vehicles involved; or

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

2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage **A,** except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and

b. Coverage **B.**

3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

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 "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:

a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or

b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

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

The Aggregate Limit, as described in Paragraph **2.** above, applies 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 - CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III - Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. **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, regardless of the amount, 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.

4. **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.

5. **Other Insurance**

   a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

      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.

   b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

      (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

      (2) The total of all deductible and self-insured amounts under all that other insurance.

6. **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.

7. **Representations Or Fraud**

   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;

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

   d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. **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.

9. 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.

10. 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.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and

b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

14. Expanded Coverage Territory

a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.

d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

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, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

5. "Covered auto" means only those "autos" to which "underlying insurance" applies.

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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

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 contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

(3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.

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 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. "Pollution cost or expense" means 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".

17. "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; or

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

18. "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.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", 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.

19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.

20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.

21. "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 or the "underlying insurer's" consent.

22. "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.

23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.

24. "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".

25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".

26. "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.

27. "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.

28. "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.

FARM BUREAU INSURANCE®
Michigan's Insurance Company

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. With respect to a "covered auto" subject to Michigan no-fault law, the following exclusion is added to Paragraph **2. Exclusions** of **Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

"Property damage" to a motor vehicle caused by an "occurrence" in Michigan.

B. Paragraph **a.(4) Criminal Acts** of Paragraph **2. Exclusions** under **Coverage B - Personal And Advertising Injury Liability** is replaced by the following:

This insurance does not apply to:

a. "Personal and advertising injury":

(4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

However, this exclusion only applies to the extent that the insured:

(a) Admits, under oath; or

(b) Is determined in any legal proceeding;

to have committed or directed the criminal act. For purposes of this exclusion, a determination in any legal proceeding includes, but is not limited to, a criminal conviction, a judgment, decree, ruling or order pronounced by any court of competent jurisdiction or an order or ruling pronounced by any administrative agency.

C. The paragraph relating to prejudgment interest in **Section I - Supplementary Payments** is replaced by the following:

Prejudgment interest awarded against the insured on that part of the judgment we pay.

D. With respect to the **Duties** Condition in **Section IV - Conditions:**

1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.

2. The last sentence of Paragraph **3.b.** is deleted.

3. The reference to Paragraph **d.** is amended to read Paragraph **e.**

4. The following is added:

d. Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. If you are an individual and any "covered auto" you own is of the private passenger type, the **Cancellation** Common Policy Condition is replaced by the following:

Cancellation

1. You may cancel the Policy by giving us notice of cancellation.

2. When this Policy is in effect less than 55 days and is not a renewal or continuation policy, we may cancel for any reason by mailing by certified mail or delivering to you within this period written notice of cancellation at least 20 days before the effective date of cancellation. However, if we cancel for nonpayment of premium, we will mail by regular mail or deliver notice to you at least 10 days before the effective date of cancellation.

3. When this Policy is in effect 55 days or more or is a renewal or continuation policy, we may cancel only for one or more of the reasons listed below. If we cancel for nonpayment of premium, we will mail you at least 10 days' notice. If we cancel for any other reason, we will mail you at least 30 days' notice.

a. Nonpayment of premium.

b. The named insured or any other operator who either resides in the same household or customarily operates an "auto" has had his or her driver's license suspended during the policy period and the revocation or suspension has become final.

c. If during the first 55 days after the original issue date of the Policy the risk is unacceptable to us.

But if this Policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at an anniversary of its original effective date for any reason. If we cancel, we will mail or deliver to you at least 30 days' written notice.

d. Notice of cancellation will state the effective date of cancellation.

e. If this Policy is cancelled, we will send you any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or $25, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

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

B. For all other policies, the **Cancellation** Common Policy Condition is amended as follows:

1. Paragraph **1.** is replaced by the following:

The first Named Insured shown in the Declarations may cancel this Policy by giving us or our authorized agent notice of cancellation.

2. Paragraph **3.** is replaced by the following:

We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

3. Paragraph **5.** is replaced by the following:

If this Policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or $25, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

C. Condition **10. When We Do Not Renew** of **Section IV - Conditions** is replaced by the following:

When We Do Not Renew

1. If we decide not to renew this Policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

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2. 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.

3. 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.

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

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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 LIABILITY UMBRELLA COVERAGE PART

I. 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 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.

II. 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

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THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE - PART I
Terrorism Premium (Certified Acts) $ NO PREMIUM CHARGED **This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): NOT APPLICABLE** **Additional information, if any, concerning the terrorism premium: NOT APPLICABLE**
SCHEDULE - PART II
Federal share of terrorism losses 80 % (Refer to Paragraph **B.** in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN - CONDOMINIUMS, CO-OPS, ASSOCIATIONS - DIRECTORS AND OFFICERS LIABILITY COVERAGE

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following are added to **Section I - Coverages:**

1. Insuring Agreement - Management Liability

a. We will pay on behalf of an "insured person" the "ultimate net loss" in excess of the "retained limit" which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph **G.**, except to the extent that the "association" has indemnified the "insured person" for such "ultimate net loss".

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the policy period.

b. If a "claim" against an "insured person" includes a "claim" against the "insured person's" spouse (whether such status is derived by reason of statutory or common law, or any other law of any country) solely by reason of:

(1) Such spousal status; or

(2) Such spouse's ownership interest in property or assets that are sought as recovery for the "wrongful act" committed or allegedly committed by the "insured person";

all "ultimate net loss" in excess of the "retained limit" which such spouse becomes legally obligated to pay by reason of such "claim" will be treated for the purposes of this endorsement as "ultimate net loss" which the "insured person" becomes legally obligated to pay as a result of the "claim" made against such "insured person". Such "ultimate net loss" to the spouse will be covered under this endorsement only if and to the extent that such "ultimate net loss" would be covered if incurred by the "insured person".

However, this Paragraph **b.** does not apply to a "claim" arising out of any "wrongful act" committed or allegedly committed by the "insured person's" spouse.

c. This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:

(1) The estate, heirs or legal representatives of a deceased "insured person"; and

(2) The legal representative of that "insured person" in the event of incompetency, insolvency or bankruptcy.

However, this Paragraph **c.** only applies to "claims" if and to the extent that, in the absence of such death, incompetency, insolvency or bankruptcy of the "insured person", such "claims" would have been covered by this insurance according to all applicable terms, conditions and exclusions.

2. Insuring Agreement - Association Reimbursement

We will pay on behalf of the "association" any "ultimate net loss" in excess of the "retained limit" for which the "association" has indemnified an "insured person", as permitted or required by law, and which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" (or an "insured person's" spouse or any other party granted the rights of an "insured person" under Paragraph **1.**) during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph **G.**

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the policy period.

3. **Insuring Agreement - Association Liability**

We will pay on behalf of the "association" any "ultimate net loss" in excess of the "retained limit" which the "association" becomes legally obligated to pay as a result of a "claim" first made against the "association" during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph **G.**

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "association" which occurs on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the policy period.

4. **Defense And Settlement**

We will have the right and duty to defend the insured against any "claim" made against the insured under Paragraph **A.** of this endorsement when the "underlying insurance" does not provide coverage or the limits of the "underlying insurance" have been exhausted.

However, we will have no duty to defend the insured against any "claim" because of a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in a "loss". We may, with your written consent, settle any "claim".

All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more "insured persons" shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date the initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made pursuant to Paragraph **E.** or notice of such "wrongful act" or "interrelated wrongful acts" was first reported pursuant to Paragraph **E.**

B. Exclusions

For the purposes of the coverage provided by this endorsement, this insurance does not apply to any "loss" resulting from any "claim":

1. Arising out of any dishonest, malicious, fraudulent or deliberately criminal act or any willful violation of any statute or regulation.

   However, with respect to "loss" resulting from any claim arising out of any deliberately criminal act, this exclusion only applies to the extent that the insured:

   a. Admits, under oath; or

   b. Is determined in any legal proceeding;

   to have committed or directed the criminal act. For purposes of this exclusion, a determination in any legal proceeding includes, but is not limited to, a criminal conviction, a judgment, decree, ruling or order pronounced by any court of competent jurisdiction or an order or ruling pronounced by any administrative agency.

2. For "bodily injury".
3. For mental or emotional distress, except when allegations of mental or emotional distress are made in a "claim" arising from a "wrongful employment practices act".
4. For "property damage".
5. Arising out of the gaining of any profit, remuneration or advantage to which any insured was not legally entitled.
6. Arising out of a "wrongful act" or "interrelated wrongful act" that has occurred before the Retroactive Date, if any, shown in the Declarations.
7. Arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given:

   a. During a prior policy period of this Policy; or

   b. Under any insurance policy of which this Policy is a replacement.

8. Arising out of any demand, "suit" or other proceeding against any insured which was pending on or existed prior to the applicable Pending Or Prior Litigation Date shown in the Declarations, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such demand, "suit" or other proceeding.
9. Arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance.
10. Arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.
11. Brought by or on behalf of the "association" or any "insured person", in any capacity, except:

    a. A "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance or participation of any "insured person" or the "association"; or

    b. A "claim" arising out of a "wrongful employment practices act".

12. For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local or statutory law or common law.

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13. For liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if:

   a. The "association" would have been liable in the absence of such contract or agreement; or

   b. Allegations of liability or breach of such contract or agreement are made in a "claim" arising out of a "wrongful employment practices act".

14. Arising out of "personal and advertising injury".

15. Arising out of:

   a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;

   b. Any 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

   c. A "claim" made or "suit" brought by or on behalf of any 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";

   including without limitation any "claim" by or on behalf of the "association".

16. Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this Policy.

A "wrongful act" committed by any "insured person" shall not be imputed to any other "insured person" for purposes of applying the exclusions set forth in this Paragraph **B.**

C. For the purposes of the coverage provided by this endorsement, **Section II - Who Is An Insured** is replaced by the following:

1. The "association" is an insured.
2. "Insured persons" are insureds.

D. For the purposes of coverage provided by this endorsement, **Section III - Limits Of Insurance** is replaced by the following:

1. Our obligation to pay damages on behalf of the insured applies only to the amount of "ultimate net loss" in excess of the "retained limit" shown in the Declarations. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this endorsement, the "retained limit" will only be reduced or exhausted by "claims" for that insurance that are made during the policy period or the Extended Reporting Period of this endorsement.

2. The Directors And Officers Liability Annual Aggregate Limit 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, organizations or government agencies making "claims" or bringing "suits"; or

   d. "Wrongful acts".

3. The Directors And Officers Liability Annual Aggregate Limit Of Insurance is the most we will pay for the sum of all "ultimate net loss" because of "wrongful acts" covered under this endorsement.

   If the aggregate limit is exhausted by payment of "ultimate net loss" we will have no further obligations or liability of any kind under this endorsement.

   "Claims expenses" are part of the "ultimate net loss" and are payable within the Limit of Insurance shown in the Declarations, thereby reducing that limit.

The Limits of Insurance of this endorsement 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 of the Policy to which this endorsement is attached, 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.

E. For the purposes of the coverage provided by this endorsement, Condition **3.** of **Section IV - Conditions** is replaced by the following:

3. Duties In The Event Of A "Wrongful Act", Or "Claim" Or "Suit"

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

(1) What the "wrongful act" was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the "wrongful act".

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.

Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.

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 any "wrongful acts" to which this insurance may also apply.

d. Failure to give any notice required by this condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. For the purposes of the coverage provided by this endorsement, the following is added to **Section IV - Conditions:**

Consent To Settle

If we recommend a settlement to the insured which is acceptable to the claimant, but to which the insured does not consent, the most we will pay as damages in the event of any later settlement or judgment is the amount for which the "claim" could have been settled, to which the insured did not give consent, plus "claims expenses" incurred as of the date such settlement was proposed in writing by us to the insured.

G. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replace any similar section in that Coverage Part.

Extended Reporting Period

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

a. This endorsement is cancelled or not renewed for any reason; or

b. We renew or replace this endorsement with insurance that:

(1) Has a Retroactive Date later than the date shown in the Declarations; or

(2) Does not apply to "wrongful acts" on a claims-made basis.

2. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of coverage provided. It applies only to "claims" to which the following apply:

a. The "claim" is first made during the Extended Reporting Period;

b. The "wrongful act" occurs before the end of the policy period; and

c. The "wrongful act" did not commence before the Retroactive Date.

Once in effect, the Extended Reporting Period may not be cancelled.

3. An Extended Reporting Period of three years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 30 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

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4. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
   a. The exposures insured;
   b. Previous types and amounts of insurance;
   c. Limit of Insurance available under this endorsement for future payment of damages; and
   d. Other related factors.

   The additional premium may not exceed 100% of the annual premium for this endorsement. The premium for the Extended Reporting Period will be deemed fully earned as of the date it is purchased.

   The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.
5. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

H. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:
1. "Association" means the entity named in the Declarations as the named association.
2. "Claim" means:
   a. A written demand for monetary damages against any insured;
   b. A civil proceeding against any insured commenced by the service of a complaint or similar pleading;
   c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or
   d. A formal administrative or regulatory proceeding against any insured commenced by the filing of a notice of charges, formal investigative order or similar document;

   for a "wrongful act", including any appeal therefrom.
3. "Claims expenses" means that part of a "loss" consisting of reasonable and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits or expenses of any "insured person".
4. "Financial insolvency" means the status of the "association" resulting from:
   a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "association"; or
   b. The "association" becoming a debtor in possession.
5. "Insured person" means any former, present or future director, officer, trustee, employee or volunteer of the "association".
6. "Interrelated wrongful act" means all causally connected "wrongful acts".
7. "Loss" means "claims expenses", compensatory damages, settlement amounts, legal fees and costs awarded pursuant to judgments. "Loss" does not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, taxes or matters that are uninsurable pursuant to applicable law.
8. "Wrongful act" includes a "wrongful employment practices act" and means:
   a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity.
   b. With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "association".
9. "Wrongful employment practices act" means any of the following offenses, but only when they are employment-related:
   a. Wrongful dismissal, discharge or termination of employment;
   b. Breach of any implied employment contract;
   c. Employment-related misrepresentation;
   d. Violation of any federal, state or local statute, regulation, ordinance or common law concerning employment or discrimination in employment;
   e. Sexual harassment (as that term is defined by the Federal Equal Employment Opportunity Commission) or other illegal workplace harassment;

f. Wrongful failure to employ or promote;

g. Wrongful reference, discipline or deprivation of a career opportunity;

h. Failure to adopt adequate workplace or employment policies and procedures; or

i. Illegal retaliatory treatment.

I. For the purposes of the coverage provided by this endorsement, Definitions **19.**, **21.** and **23.** in the **Definitions** are replaced by the following:

19. "Retained limit" means the available limits of "underlying insurance" shown in the Declarations as Retained Limit.

21. "Suit" means a civil proceeding in which damages because of a "wrongful act" 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.

23. "Ultimate net loss" means the total sum of "loss", after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYEES AND VOLUNTEER WORKERS AS INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. If Endorsement **CU 21 71, CU 21 72, CU 21 74, CU 21 81, CU 24 50** or **CU 24 51** is attached to the Policy, the following exclusion is added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

Employees And Volunteer Workers

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft") or watercraft operated by any "employee" or "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business. 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 (other than "unmanned aircraft") or watercraft that is operated by any "employee" or "volunteer worker".

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 50 feet long; and
   - **b.** Not being used to carry persons or property for a charge;
3. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
4. The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance; or
5. Aircraft that is:
   - **a.** Chartered by, loaned to, or hired by you with a paid crew; and
   - **b.** Not owned by any insured.

B. If Paragraph **A.** does not apply, Exclusion **2.j. Aircraft Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft:

(1) Owned or operated by or rented or loaned to any insured; or

(2) Operated by any "employee" or "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business.

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 or watercraft that is owned or operated by or rented or loaned to any insured or operated by any "employee" or "volunteer worker". 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 50 feet long; and
- **(b)** Not being used to carry persons or property for a charge;

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

(4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance; or

(5) Aircraft that is:

(a) Chartered by, loaned to, or hired by you with a paid crew; and

(b) Not owned by any insured.

C. Paragraph **1.b.(1)** of **Section II - Who Is An Insured** does not apply.

D. Paragraph **1.b.(2)** of **Section II - Who Is An Insured** is replaced by the following:

(2) Any person or any organization while acting as your real estate manager.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

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:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, 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.

FARM BUREAU INSURANCE®
Michigan's Insurance Company

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FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA 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:

FUNGI OR BACTERIA

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

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:

FUNGI OR BACTERIA

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds $25,000,000 (valued in US dollars). In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

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

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

With respect to this exclusion, Paragraphs **1.** and **2.** describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

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

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

b. The act resulted in damage:

(1) Within the United States (including its territories and possessions and Puerto Rico); or

(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. 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.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

   Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

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

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

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EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

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

B. The following definition is added:

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

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

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EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
   a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
   b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

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

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CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or

b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

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

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

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

      (1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

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

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

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

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

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

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

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

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

5. The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

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

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SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA 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:

SILICA OR SILICA-RELATED DUST

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

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

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, "silica" or "silica-related dust", 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:

SILICA OR SILICA-RELATED DUST

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

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, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the **Definitions** Section:

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

2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion **i.** 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:

i. 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.

This exclusion does not apply to:

(a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured 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; or

(b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

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

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

For the purposes of this insurance, hostile fire means one that becomes uncontrollable or breaks out from where it is intended to be.

(2) "Pollution cost or expense".

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COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA 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 is added to Paragraph **2.a.** of Section **I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

Communicable Disease

Arising out of the actual or alleged transmission of a communicable disease.

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

(1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to authorities.

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EXCLUSION - UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Exclusion **2.j. Aircraft Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

j. Aircraft Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **j.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft) Or Watercraft

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

This Paragraph **j.(2)** 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 (other than "unmanned aircraft") or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **j.(2)** does not apply to:

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

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

(i) Less than 50 feet long; and

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

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

(d) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described in this Paragraph **j.(2)** exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described in this Paragraph **j.(2)** will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance; or

(e) Aircraft that is:

(i) Chartered by, loaned to, or hired by you with a paid crew; and

(ii) Not owned by any insured.

B. The following exclusion is added to Paragraph **2. Exclusions** of **Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

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This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

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CORPORAL PUNISHMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion **a.** of 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:

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:

(1) The use of reasonable force to protect persons or property; or

(2) Corporal punishment to your student administered by or at the direction of any insured.

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COVERAGE FOR PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion **s.** under Paragraph **2.**, **Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** and Exclusion **a.(15)** under Paragraph **2.**, **Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability** do not apply.

Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED BODILY INJURY DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Definition **3.** "Bodily injury" of **Section V – Definitions** is replaced by the following:

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

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BUSINESSOWNERS LIABILITY CHANGES INCLUDING PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Section III - Limits Of Insurance is replaced by the following:

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, "suits" brought, or number of vehicles involved; or
   c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
   a. Coverage **A**, except "ultimate net loss" because of "bodily injury" or "property damage":
      (1) Arising out of the ownership, maintenance or use of a "covered auto"; or
      (2) Included in the "products-completed operations hazard"; and
   b. Coverage **B**.
3. The Products-Completed Operations Aggregate Limit shown in the Declarations for this endorsement is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" because of:
   a. All "bodily injury" and "property damage" arising out of any one "occurrence"; and
   b. All "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
   a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
   b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

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

The Aggregate Limits, as described in Paragraphs **2.** and **3.** above, 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.

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UNDERLYING CLAIMS-MADE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

If any "underlying insurance" is written on a claims-made basis, the following applies to the insurance provided by this policy which is excess over that underlying insurance:

A. Paragraphs **1.c.(2)**, **1.c.(3)**, **1.d.**, **1.e.** and **1.f.** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** are replaced by the following:

1. Insuring Agreement

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

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance" or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **d.** below, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.

d. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or

(2) When we make settlement in accordance with Paragraph **1.a.** above, or settlement is made by the "underlying insurer" with our agreement.

e. All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.

f. All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

B. Paragraph **1.c.** of **Section I - Coverage B - Personal And Advertising Injury Liability** is replaced by the following:

1. Insuring Agreement

c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business, but only if:

(1) The offense was committed in the "coverage territory";

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance" or after the end of the policy period; and

(3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **d.** below, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.

C. The following is added to Paragraph **1.** of **Section I - Coverage B - Personal And Advertising Injury Liability:**

1. Insuring Agreement

d. A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or

(2) When we make settlement in accordance with Paragraph **1.a.** above or settlement is made by the "underlying insurer" with our agreement.

All claims for damages because of "personal and advertising injury" to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

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D. Exclusion **2.a.(3) Material Published Prior To Policy Period** of **Section I - Coverage B - Personal And Advertising Injury Liability** is replaced by the following:

This insurance does not apply to:

a. "Personal and advertising injury":

(3) Material Published Prior To Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations.

E. The following section is added:

Extended Reporting Periods

1. With respect to any "underlying insurance" written on a claims-made basis, we will provide one or more Extended Reporting Periods, as described below, if:

a. This Coverage Part is canceled or not renewed; or

b. "Underlying insurance" written on a claims-made basis is renewed or replaced with insurance that:

(1) Has a Retroactive Date later than the date shown in the Declarations of the "underlying insurance"; or

(2) Does not apply to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:

a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance"; or

b. "Personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance".

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

a. Five years with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;

b. Five years with respect to claims because of "personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition; and

c. Sixty days with respect to claims arising from "occurrences" or offenses not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph **3.** above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

a. The exposures insured on a claims-made basis;

b. Previous types and amounts of insurance;

c. Limits of Insurance available under this Coverage Part for future payment of damages; and

d. Other related factors.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period.

6. If the Supplemental Extended Reporting Period is in effect, we will provide a supplemental aggregate limit of insurance equal to the dollar amount of the Aggregate Limit shown in the Declarations in effect at the end of the policy period, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

Limits of Insurance will be amended accordingly. The Personal And Advertising Injury Limit and the Each Occurrence Limit shown in the Declarations will then continue to apply.

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CANNABIS EXCLUSION WITH HEMP AND LESSORS RISK EXCEPTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or

2. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "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.2.** 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:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of goods or products containing or derived from hemp, including, but not limited to:

a. Seeds;

b. Food;

c. Clothing;

d. Lotions, oils or extracts;

e. Building materials; or

f. Paper.

2. "Property damage" to goods or products described in Paragraph **B.1.** above.

However, Paragraphs **B.1.** and **B.2.** above do not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein:

(1) The "bodily injury" or "property damage" occurs;

(2) The "occurrence" which caused the "bodily injury" or "property damage" takes place; or

(3) The offense which caused the "personal and advertising injury" was committed;

3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of a premises leased to others by you; or

4. "Personal and advertising injury" arising out of the following offenses:

a. False arrest, detention or imprisonment; or

b. The wrongful eviction from, wrongful entry into, or invasion of the right or 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, byproduct, 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.**

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EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Exclusion **2.t.** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

t. 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.

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.

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ABSOLUTE PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION

This entire policy, including all forms and endorsements, excludes any loss, damage, liability, claim, cost, or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with any PFAS or "PFAS-containing products".

This absolute exclusion includes but is not limited to any presence or alleged presence of PFAS or "PFAS-containing products" at any concentration and any exposure or alleged exposure to PFAS or "PFAS-containing products" at any concentration. For purposes of this exclusion, PFAS includes any chemical classified as PFAS in the past, present, and future.

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

"PFAS-containing products" means:

a. Any goods or products that contain PFAS chemicals; and

b. Containers, materials, parts, or equipment furnished in connection with such goods or products.

"PFAS-containing products" includes:

a. Warranties or representations made at any time regarding the quality, fitness, durability, performance, or use of such product; and

b. Providing or failing to provide warnings, advice, or instructions in connection with such products.

All other provisions of this policy remain in force.

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