

HUB International Swimming Pool Program Independent Pool & Spa Service Association

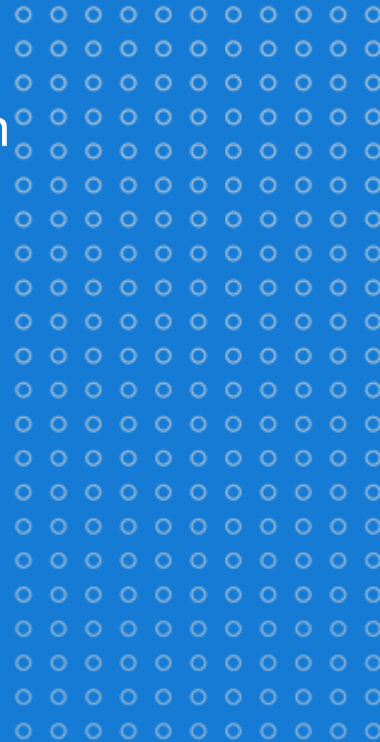
Property/Casualty Insurance Proposal

Policy Term: **04/01/2021 - 04/01/2022**

Presented By

Ray Arouesty

Review Date: May 31, 2021



HUB International Insurance Services Inc.
2393 Townsgate Road
Westlake Village, CA 91361
(800) 833-3433
www.hubinternational.com

Please note the following regarding this Insurance Review:

THIS REVIEW CONTAINS ONLY A SUMMARY OF YOUR INSURANCE COVERAGE AND POLICY. IT IS YOUR RESPONSIBILITY TO CAREFULLY AND COMPLETELY REVIEW THE ENTIRE POLICY FOR ITS ACTUAL TERMS, LIMITS AND CONDITIONS. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS OF THE POLICY AND THE PROVISIONS OF THIS REVIEW, THE TERMS OF THE POLICY WILL GOVERN AND CONTROL.





May 31, 2021

Independent Pool and Spa Service Association Inc.
PO Box 3367
Rocklin, CA 95677

RE:
Cramer & Associates
PO Box 2934
Rocklin CA 95677
Policy No: AXRPG1100001-0
Policy Period: 4/1/2021 to 4/1/2022

Dear Broker:

Many states require AXIS, as an eligible surplus lines insurer, to obtain and report certain Surplus Lines Broker information on policies written. So that we may report to the states accurately, we ask that you carefully review the information below. **Note that if you are required to complete any section of this form, it is imperative that you return this form within fifteen (15) days of the policy's effective date.**

Home State:

According to our records, the Policyholder's "Home State" is ~InsuredHomeState.
("Home State" as defined by the Non-admitted and Reinsurance Reform Act of 2010). **If this is correct, skip to the next section. If this is NOT correct, it is imperative that you complete the following information:**

Named Insured's Corrected Home State (if applicable): _____

Procuring Surplus Lines Broker's Name: _____

Procuring Surplus Lines Broker's Address: _____

Procuring Surplus Lines Broker's "Home State" License #: _____

New Jersey Home State Risks:

If the Home State is New Jersey, the Transaction Number is **REQUIRED:** _____

Independent Procurement:

With respect to independently procured policies, the following individual hereby confirms that the required filings will be made and applicable taxes paid for any independently procured coverage:

Name: _____ Date: _____

By completion of this form, the Procuring Surplus Lines Broker confirms that this policy is issued as a surplus lines policy in accordance with applicable state requirements and that surplus lines tax filings, and any applicable surcharges, fees or assessments, will be filed as required. The Procuring Surplus Lines Broker further agrees that, upon request of AXIS or any insurance regulator, a copy of applicable surplus lines broker license(s) and evidence of payment of required surplus lines taxes will be provided promptly.

Name of Person Completing this Form: _____ Date: _____



INVOICE

Agent Nbr: HIR32
HUB International Insurance Services Inc
2393 Townsgate Road
Suite 101
Westlake Village, CA 91361

Account Nbr:	IPSSA00-01
Billing Date:	04/01/2021
Policy Number:	AXRPG1100001-0
Policy Period:	4/1/2021 – 4/1/2022
Policy Type:	CGLI
Gross Premium:	\$1
Minimum Due:	\$0.00
Due Date:	M/D/YYYY
Prior Payment:	\$0.00

* Payment recently submitted may not be reflected on this invoice

Account #: IPSSA00-01
Independent Pool & Spa Service Association
Cramer & Associates PO Box 1617
Rocklin, CA 95677

<u>Transaction Description</u>	<u>Amount</u>	<u>Commission</u>	<u>Commission Paid 22.50%</u> <u>Net Due</u>
Premium Due:	\$0.00		
Current Amount Due:	\$0.00	\$0.00	\$0.00
			Producer: Ray Arouesty

Retain top portion for your records

*Return this stub portion when paying by paper check
(include all stubs if paying multiple policies)*

Agent Nbr: HIR32
Ray Arouesty
HUB International Insurance Services Inc
2393 Townsgate Road, Suite 101
Westlake Village, CA 91361
805-955-9555

Check here for address change and write new address on reverse side

Policy Number: AXRPG1100001-0

Minimum Due Now: \$0.00

▶ Amount Enclosed: \$ _____

Axis Surplus Insurance Co.
10000 Avalon Blvd. Suite 200
Alpharetta, GA 30009

A0000510970000RPG1100067160303202100000116250000011625NPJBELL5



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

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

Please note that your policy includes the terrorism coverage required to be offered by the Act, and that no separate additional premium charge has been made for such terrorism coverage. The policy premium does not include any charges for the portion of losses covered by the United States government under the Act.

NOTICE TO BROKER MANDATORY POLICYHOLDER DISCLOSURE RE: TERRORISM INSURANCE COVERAGE

We are required by the Terrorism Risk Insurance Act, as amended (the "Act"), to provide policyholders with clear and conspicuous disclosures. This notice must be provided at the time of offer and renewal of the policy.

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COMMON POLICY DECLARATIONS

Master Policy Number: AXRPG1100001-00

Renewal of Policy:

Named Insured: Independent Pool & Spa Service Association Inc

Mailing Address: PO Box 3367
(Street, City, County, State, Zip Code) Rocklin CA 95677

Policy Period: 04/01/2021 to 04/01/2022 at 12:01 A.M. Standard Time at your mailing address shown above

Business Description: Swimming Pool Service Association

FORM OF BUSINESS			
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Trust
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other Organization	

Audit Period: Annual unless otherwise stated

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 PART(S), BUT ONLY FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.		
Commercial Property Coverage Part		\$
Commercial General Liability Coverage Part		\$1
Commercial Inland Marine Coverage Part		\$1
Commercial Professional Liability Coverage Part		\$
Commercial Automobile Liability Coverage Part		\$
Liquor Liability Coverage Part		\$
Crime Coverage Part		\$
Other Coverages:		\$
Inspection Fee		\$
Terrorism		INCL
Premium Total	\$1	
Other Charges:		\$



PRODUCER
0757776 HUB International Insurance Services Inc. 2393 Townsgate Road Suite 101 Westlake Village CA 91361

COMPANY NAME
AXIS Surplus Insurance 111 South Wacker Suite 3500 Chicago, IL 60606

Endorsements

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue: SEE SCHEDULE OF FORMS AND ENDORSEMENTS – AXIS 2508 0619

These declarations, together with the Common Policy Conditions and Coverage Form(s) and any endorsement(s), complete the above numbered policy.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1,881,420.00

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies all coverage forms and coverage parts attached to this policy.

SCHEDULE

Minimum Earned Premium Percentage:	25%
Minimum Retained Premium Percentage:	%

The following Conditions are added to the Policy:

A. Minimum Earned Premium

If this policy is cancelled either at your request or due to non-payment of premium, we will retain a minimum earned premium or the short rate earned premium, whichever is greater. The minimum earned premium will be calculated by multiplying the policy premium shown in the Declarations by the Minimum Earned Premium Percentage shown in the Schedule above.

B. Minimum Retained Premium

If this policy was issued on an adjustable basis, the policy also has a minimum amount of premium that applies to the policy period. The minimum retained premium will be calculated by multiplying the policy premium shown in the Declarations by the Minimum Retained Premium Percentage shown in the Schedule above.

At the completion of the audit, if the audit premium is:

1. Greater than the premium shown in the Declarations, the additional premium is due and payable upon notice to you.
 2. Less than the premium shown in the Declarations, we shall retain the minimum retained premium or the audit premium, whichever is greater.
- C. The Minimum Earned Premium and Minimum Retained Premium provisions in this endorsement replace any other similar provisions included within the policy.

All other provisions of the Policy remain unchanged.



SCHEDULE OF TAXES, SURCHARGES OR FEES

Policy Number: AXRPG1100001-0

STATE	DESCRIPTION	AMOUNT
CA	As filed	\$
		\$
		\$
		\$
		\$

TOTAL: \$



SCHEDULE OF FORMS AND ENDORSEMENTS

Home Office Address:

AXIS Surplus Insurance Company
 111 South Wacker Drive. Ste. 3500
 Chicago, IL 60606
 Tel: (312) 977-0700

Policy Number: AXRPG1100001-0

Named Insured:

NOTICES AND FORMS EFFECTIVE AT INCEPTION		
Endorsement Number	Name	Form Number and Edition Date
N/A	Proposal Cover Page Pool	N/A
N/A	Surplus Invoice	N/A
AXIS 101 2762 0221	Common Policy (Group) Declarations	
AXIS 101 2848 0221	Common Policy Declaration	
AXIS 101 2508 0619	Schedule of Forms and Endorsements	
AXIS 101 2846 0221	Pool & Spa Industry Commercial General Liability	
AXIS 101 2766 0221	Deductible Endorsement	
AXIS 101 2754 0221	Extension of Coverage for Non Legionellae Bacterial Infection Liability Endorsement	
AXIS 101 2768 0221	Contractor Or Subcontractor	
AXIS 101 2773 0221	Key and Lock Replacement	
AXIS 101 2775 0221	Designated Operations Limitation Endorsement	
AXIS 101 2783 0221	Pollution Liability Transportation Coverage Endorsement	
AXIS 101 2789 0221	Liability Limitation Endorsement	
AXIS 101 2790 0221	Extended Notice of Cancellation Endorsement	
AXIS 101 2813 0221	Changes- Pool and Spa Industry (Group)	
AXIS 101 2817 0221	Limitation of Coverage to Designated Operations (Group)	
AXIS 101 2819 0221	Limited Fungi Property Damage Coverage (Mold Cleanup)	
AXIS 101 2820 0221	Swimming Pool and Spa Inspection Liability Coverage (Group)	
AXIS 101 2822 0221	Broadened Property Damage Coverage (Group)	
AXIS 101 2825 0221	Discontinued Operations Coverage Endorsement	
AXIS 101 2826 0221	Cost of Water Endorsement	
AXIS 101 2827 0221	Additional Insured- Owners, Lessees or Contractors	
AXIS 101 2829 0221	Business Income Replacement Coverage Catastrophic Loss to Customers Property	
AXIS 101 2834 0221	Commercial General Liability Composite Rate Endorsement	
AXIS 101 1622 0221	Marijuana/ Cannabis Exclusion	
AXIS 101 2765 0221	Continuous or Progressive Injury or Damage Exclusion Endorsement	
AXIS 101 2770 0221	Unlicensed Florida Contractor Exclusion Endorsement	
AXIS 101 2794 0221	Punitive Damages Exclusion	
AXIS 101 2779 0221	Legionellae Exclusion Endorsement	
AXIS 101 2786 0221	Unmanned Aircraft Exclusion Endorsement	
AXIS 101 2788 0221	Prior Incident(s) and Prior Construction Defects Exclusion Endorsement	
AXIS 101 2795 0221	Mold Exclusion Endorsement	
AXIS 101 2810 0221	Total Pollution Exclusion with Swimming Pool Chemicals	
AXIS 101 2811 0221	Store, Office, or Warehouse Premises Exclusions	
AXIS 101 2812 0221	Employers Liability and Bodily Injury to Contractors or Subcontractors	
AXIS 101 2835 0221	Fish Exclusion	
AXIS 101 2839 0221	Earthquake or Subsidence Exclusion	
AXIS 101 2843 0221	Animals Exclusion Endorsement	
AXIS 101 2852 0221	Exclusion of Loss or Damage Due to Virus or Bacteria	



AXIS 101 2755 0421	Pool and Spa Industry Certificate of Insurance	
CG 0001 04 13	Commercial General Liability Coverage Form	
CG 2106 0514	Exclusion- Access or Disclosure of Confidential or Personal Information and Data Related Liability with Limited Bodily Injury Exception	
CG 2147 1207	Employment- Related Practices Exclusion	
CG 33 63 0514	Exclusion- Access, Disclosure, or unauthorized Use of Electronic Data	
CG 2196 0305	Silica or Silica Related Dust Exclusion	
CG 2170 01 15	Cap on Losses from Certified Acts of Terrorism	
CG 2279 0413	Exclusion- Contractors Professional Liability	
CG 3199 1204	Nuclear Energy Liability Exclusion Endorsement	
CG 2234 0413	Exclusion- Construction Management Errors and Omissions	
CG 2186 1204	Exclusion- Exterior Insulation and Finish Systems	
IL 0017 1198	Common Policy Conditions	
IL 0021 0908	Nuclear Energy Liability Endorsement	
IL 0003 0908	Calculation of Premium	
CG2132 0509	Communicable Disease Exclusion	
CM 00 01 0904	Commercial Inland Marine Conditions	
AXIS 101 2844 0221	Claim Reporting	
AXIS 101 2836 0221	California Short Rate Cancellation Penalty Disclosure	
AXIS 105 0316	Policyholder Notice	
AXIS 106 0415	Service of Suit	
AXIS TX 901 0420	Texas Notice	
AXIS 906 0316	Policyholder Notice Economic and Trade Sanctions	
AXIS 909 1119	Privacy Notice	
AXIS 104 0415	State Fraud Statement	
AXIS 102 ASIC 0415	Signature Page	
AXIS IL 0262 GA 0908	Georgia Changes- Cancellation and Non Renewal	

All other provisions of the Policy remain unchanged.



POOL AND SPA INDUSTRY COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS

POLICY NUMBER: AXRPG1100001-0

RENEWAL OF MASTER POLICY NUMBER:

Policy Holder And Mailing Address (No, Street, Town or City, County, State, Zip Code)

Independent Pool & Spa Service Association Inc
PO Box 2934
Rocklin CA 95677

Policy Period: 4/1/2021 To 4/1/2022 at 12:01 A.M. Standard Time at your mailing address shown above.

COMPANY NAME: AXIS Surplus Insurance Company
111 South Wacker Drive
Suite 3500
Chicago, IL 60606

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

Limits Of Insurance		
General Aggregate Limit (Other Than Products-Completed Operations)	\$3,000,000	
Products-Completed Operations Aggregate Limit	\$3,000,000	
Personal And Advertising Injury Limit	\$1,000,000	Any One Person Or Organization
Each Occurrence Limit	\$1,000,000	
Damage To Premises Rented To You Limit	\$200,000	Any One Premises
Medical Expense Limit	\$5,000	Any One Person

Business Description And Location Of Premises	
Form Of Business:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Organization, including a Corporation (but not including a Partnership, Joint Venture or Limited Liability Company)
Business Description:	
Location Of All Premises You Own, Rent Or Occupy:	

Producer Number, Name And Mailing Address
0757776 HUB International Insurance Services Inc. 2393 Townsgate Road Suite 101 Westlake Village CA 91361



Classifications And Premium						
Classification	Code No	Premium Basis	Rate		Advance Premium	
			Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
			Total Advance Premium:		\$1	\$
			Terrorism Premium:		INCL	INCL
			Surplus Lines Tax:		\$	\$
			Stamping Fee:		\$	\$
			PREMIUM TOTAL:		\$1	\$

Forms And Endorsements
Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue: SEE SCHEDULE OF FORMS AND ENDORSEMENTS- AXIS 1012508 0619



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- LIQUOR LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS COMPLETED OPERATIONS COVERAGE FORM
- PROFESSIONAL LIABILITY COVERAGE FORM
- OTHER COVERAGE FORM (SPECIFY):

SCHEDULE

COVERAGE	Amount and Basis of Deductible		
	Per Claim	or	Per Occurrence
1. Bodily Injury Liability			
2. Property Damage Liability			
3. Bodily Injury Liability and/or Property Damage Liability Coverage Combined	\$		\$500
4. Personal and Advertising Injury Liability			
5. Professional Liability			
6. Other (describe):			
EACH COMMON CAUSE			
7. Liquor Liability	\$	N/A	\$

If this box is checked, the deductible for "property damage" is amended to apply on a Per Item/Per Claim basis.

It is agreed that:

- A.** Our obligation to pay damages on your behalf under Bodily Injury Liability, Property Damage Liability, Personal and Advertising Injury Liability, Professional Liability, or Liquor Liability, or any other coverage under this policy referenced above, applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above.
- B.** For coverages other than Liquor Liability, the deductible amount will be on either a per claim or a per "occurrence" basis. For Liquor Liability, the deductible applies on an Each Common Cause basis. Your deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above and will include loss payments, adjustment, investigative and legal fees and costs, whether or not loss payment is involved.

The deductible amount stated in the Schedule above applies as follows:

- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per "claim" basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury;"



- b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage" or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined.
 - d. Under Personal and Advertising Injury Liability, to all damages sustained by any one person because of "personal and advertising injury"; or
 - e. Under Professional Liability, to all damages sustained by any one person because of an injury, offense, wrongful act, or any other covered cause of loss as stated in the coverage form; as the result of any one "occurrence." If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages. With respect to "property damage", person includes an organization.
2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury" arising out of an "occurrence";
 - b. Under Property Damage Liability Coverage, to all damages because of "property damage" arising out of an "occurrence"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined, arising out of an "occurrence";
 - d. Under Personal and Advertising Injury Liability, to all damages because of any one "personal and advertising injury" offense; or
 - e. Under Professional Liability, to all damages because of an injury, offense, wrongful act, or any other covered cause of loss as stated in the Professional Liability coverage form attached to this policy as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
3. **EACH COMMON CAUSE BASIS.** If the deductible amount indicated in the Schedule above is on an Each Common Cause basis, that deductible amount applies to all damages because of an "injury" as the result of the selling, serving, or furnishing alcoholic beverages.
4. **ANY OTHER BASIS.** If the deductible amount indicated in the Schedule above applies to another coverage described in the Schedule above which is on any other basis, that deductible amount applies to all damages because of a covered loss on the same basis as the coverage described in the Schedule above.
- C. The terms of this insurance, including those with respect to:
- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and



2. Your duties in the event of an “occurrence,” claim, or “suit”

apply irrespective of the application of the deductible amount.

- D. We may pay any part of or the entire deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- E. In the event that you do not promptly reimburse us for the deductible amount demanded, then any cost we incur in collection of the deductible amount shall be added to and applied in addition to the applicable deductible amount without limitation to such costs. These costs shall include, but not be limited to, collection agency fees, attorneys' fees, and interest.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

EXTENSION OF COVERAGE FOR NON-LEGIONELLAE BACTERIAL INFECTION LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the following limited extension of coverage is added to SECTION I – COVERAGES of this policy:

Non-Legionellae Bacterial Infection

- A.** We will pay all sums that the insured becomes legally obligated to pay as damages because of “bodily injury” resulting from “non-legionellae bacterial infection” caused by negligence in the use or maintenance of “swimming pool chemicals” and arising from the “insured’s operations” if such chemicals are used by the insured at the premises, site or location where such operations are performed by the insured, or by any contractors or subcontractors working directly on the insured’s behalf. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” to which this insurance does not apply.

This extension of coverage shall not be restricted by operation of any pollution, bacteria, virus, or fungus exclusions contained within the policy, except for the Legionellae Exclusion.

The amount we will pay under this endorsement, if any, is limited as described in Paragraph **C.** below in this endorsement.

Paragraphs 1.b. – e. set forth in Coverage A- Bodily Injury and Property Damage Liability shall apply to this extension of coverage.

- B.** The following definitions apply to the coverage provided by this extension of coverage:
“Non-legionellae Bacterial infection” means infection from waterborne bacteria and viruses found in swimming pools, spas, fountains or water features. However, “non-legionellae bacterial infection” does not include infection from or arising out of legionellae, COVID-19, SARS-CoV-2, or any variant thereof, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such infection.

“Swimming pool chemicals” means chemicals, including fumes from swimming pool equipment, which are not prohibited by any federal, state or local agency or government that are used by the insured, or by a contractor or subcontractor working directly on the insured’s behalf, in connection with the installation, service, repair or maintenance of swimming pools, spas, fountains or water features. “Swimming pool chemicals” also includes alternate water sanitation devices, including, but not limited to, ozone, ultra-violet (UV), advanced oxidation potential (AOP), and chlorine generators.

“Insured’s operations” means the insured’s business involving the installation, service, repair or maintenance of swimming pools, spas, fountains or water features.

- C.** Our limit of liability under this endorsement is included within, and not in addition to, the limits contained in the Section III – Limits of Insurance. Our obligation to pay under this extension of coverage applies only to the amount of damages in excess of any applicable per “occurrence” deductible.

The extension of coverage granted by this endorsement is excess over, and shall not contribute with, any other insurance, whether primary, excess, contingent or on any other basis.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

CONTRACTOR OR SUBCONTRACTOR MANAGEMENT LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Minimum General Aggregate Limit (Other Than Products/Completed Operations):	\$1,000,000
Minimum Products/Completed Operations Aggregate Limit:	\$1,000,000
Minimum Each Occurrence Limit:	\$1,000,000

It is agreed that:

A. The following is added to Section **IV** – Commercial General Liability Conditions:

Contractor Or Subcontractor Management

Prior to the commencement of any work performed for or on behalf of the insured by a contractor or subcontractor, the insured must require, secure and maintain a certificate of insurance that confirms that the contractor or subcontractor:

1. Carries Commercial General Liability coverage with limits that are equal to or greater than the limits shown in the Schedule above; and
2. Names you as an additional insured on such coverage.

If no limits are shown in the Schedule above, then the limits carried by the contractor or subcontractor must be equal to or greater than the limits shown in the Declarations of this Coverage Form.

B. If all of the conditions of the Contractor Or Subcontractor Management condition are not met or the insured fails to provide proof of compliance with such conditions at the time of an "occurrence" or offense involving the work performed by a contractor or subcontractor for or on behalf of the insured, then subject to the General Aggregate Limit or Products/Completed Operations Aggregate Limit, whichever applies, \$50,000 is the most we will pay for the sum of all:

1. Damages under Coverage **A**;
2. Damages under Coverage **B**;
3. Medical Expenses under Coverage **C**;
4. Loss adjustment expenses;
5. Supplementary payments; and
6. Defense costs;

because of all "bodily injury" and "property damage" arising out of the "occurrence", or "personal and advertising injury" arising out of the offense, involving the work performed by the contractor or subcontractor for or on behalf of the insured.

Once this \$50,000 limit is exhausted, we are no longer obligated to defend or indemnify any insured for such "occurrence" or offense.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

KEY AND LOCK REPLACEMENT SUPPLEMENTARY PAYMENTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Coverage	Limit Of Insurance
Key And Lock Replacement:	\$5000 Per Occurrence
Deductible:	\$100 Per Occurrence

It is agreed that:

A. The following is added to Supplementary Payments – Coverages A and B:

Key And Lock Replacement

a. We will pay the cost to:

(1) Replace your customers' keys and locks with those of comparable material and quality; or

(2) Rekey your customers' locks;

at your customers' jobsite due to theft or other loss of keys entrusted to you by your customer.

b. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act committed by:

(1) You, any of your partners, "employees" (including temporary workers), officers, directors, "executive officers", trustees or authorized representatives;

(2) A manager or a member, if you are a limited liability company;

(3) Anyone to whom you entrust your customers' keys for any purpose; or

(4) Anyone else with an interest in the jobsite or their "employees" (including temporary workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

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

Subject to Paragraph 2. of Section III – Limits Of Insurance, the Key And Lock Replacement Per Occurrence Limit, shown in the Schedule of this endorsement, is the most we will pay for the sum of all costs arising out of any one "occurrence" for each insured.

The Key And Lock Replacement Coverage is subject to the per occurrence Deductible shown in the Schedule of this endorsement. The Deductible applies to each insured.

The Limits of Insurance provided by this endorsement are considered part of, not in addition to, the limits of insurance set forth in Section III- Limits Of Insurance of the policy.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

DESIGNATED OPERATIONS LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

Pool And Spa Industry Construction, Renovation, Maintenance Or Service

This insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" and "medical expenses" arising out of:

- (1) The construction of a new swimming pool, spa, fountain or water feature;
- (2) The renovation, remodeling or modification of an existing swimming pool, spa, fountain or water feature; or
- (3) The maintenance, service or repair of a swimming pool, spa, fountain or water feature.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

POLLUTION LIABILITY TRANSPORTATION COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

A. The following is added to Paragraph 2.f. Pollution of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs (1)(c) and (2) do not apply to “bodily injury” and “property damage” arising out of the “sudden and accidental” discharge, dispersal, seepage, migration, release or escape of “pollutants” caused by or resulting from the “loading or unloading” or transporting of “pollutants”, provided that:

1. The release occurs either while “pollutants” are being transported or towed by, or while “loading or unloading”, solely by you onto or from, an “auto” owned by you and operated and driven by you or your “employee”; and
2. The operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to the transportation of “pollutants”, including but not limited to those issued by the Federal Department of Transportation or governmental unit having jurisdiction over such activity. Coverage provided by this endorsement shall not be utilized to evidence financial responsibility of any insured under any applicable federal, state, provincial or local law.

B. As respects this endorsement only, the following is added to DEFINITIONS:

“Sudden and accidental” means an abrupt, immediate, unplanned, unintended and unexpected discharge, seepage, migration, release, or escape of “pollutants”. The abrupt, immediate, unplanned, unintended and unexpected discharge, dispersal, seepage, migration, release, or escape must be demonstrable as having first commenced at a specific time during the policy period and at a specific place.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

LIABILITY LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that the following is added to Section III - Limits of Insurance:

If we have issued policies of insurance to you for more than one annual period, the most we will pay for damages by reason of "bodily injury" or "property damage" or "personal and advertising injury" to which this insurance applies, and to which the insurance provided by any other policy issued by us applies, is the applicable limit of insurance then available to the insured under the policy in effect at the time the injury or damage first occurred or is alleged to have begun to occur, regardless of whether such injury or exposure to it existed before or continues after the policy period in which it first occurred. We shall have no duty or obligation to pay any damages under any other policy of insurance that may have been issued by us, whether earlier in time or later in time. All defense fees and costs will also be payable under such policy, only.

If the claim is one where it is uncertain as to exactly when the "bodily injury" or "property damage" or "personal and advertising injury" first occurred, and the claim or "suit" is being settled or a judgment otherwise paid, the most we will pay for damages in connection with such claim or "suit" is the applicable limit of insurance then available to the insured under the first policy issued by us that was in effect on or after the date "your work" was completed, regardless of whether such injury or exposure to it existed before or continues after the policy period of such policy. No other policies of insurance issued by us shall apply and no "bodily injury" or "property damage" or "personal and advertising injury" liability limit will be available for payment of claims or "suits" under any other policy. All defense costs will also be payable under such policy, only.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

EXTENDED NOTICE OF CANCELLATION ENDORSEMENT

SCHEDULE

180 days

It is agreed that the following provision supersedes any other similar provision:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least the number of days shown in the Schedule of this endorsement before the effective date of cancellation if we cancel for any reason other than nonpayment of premium.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

CHANGES POOL AND SPA INDUSTRY (GROUP)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMON POLICY CONDITIONS

It is agreed that:

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

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

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

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

The term "first Named Insured" means the entity identified as the "master policy holder."

The term "policy period" means the period shown in the Certificate Of Insurance.

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

B. Changes To Exclusions In Section I - Coverages

1. The following exclusions are added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

Diving Boards

This insurance does not apply to any loss or damage arising out of:

"Bodily injury" arising out of or resulting from the installation or replacement of diving boards.

Vinyl Pool Liners

This insurance does not apply to any loss or damage arising out of:

"Property damage" to in-ground vinyl pool liners resulting from the draining of water.

2. The following exclusions are 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:

Asbestos

This insurance does not apply to any loss or damage arising out of:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising in whole or in part, either directly or indirectly out of "asbestos".
- (2) Any legal obligation of any insured for indemnification or contribution due to damages arising out of "bodily injury", "property damage" or "personal and advertising injury" arising out of or caused by "asbestos" or any material or substance containing "asbestos".
- (3) Any loss, cost, expense or damages arising out of any claim or "suit" relating to testing for, monitoring, cleaning up, removing, abating, containing, treating, or neutralizing "asbestos", or any material or substance containing "asbestos" or in any way responding to, or assessing the effects of "asbestos".



This exclusion applies despite any legal form a claim may take. For instance, there is no coverage for a claim alleging that any insured was negligent or in breach of contract by maintaining premises where the insured knew, or should have known, "asbestos" exposure existed.

The addition of this exclusion does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for "asbestos" related injury, damage, expense, cost, loss, liability or legal obligation.

Lead

This insurance does not apply to:

(1) Any loss or damage arising out of:

- (a) Loss arising out of "bodily injury", "property damage", or "personal and advertising injury" arising out of or caused by lead, paint containing lead, or any other material or substance containing lead; or
- (b) Legal obligation of any insured for indemnification or contribution due to damages arising out of "bodily injury", "property damage" or "personal and advertising injury" arising out of or caused by lead, paint containing lead, or any other material or substance containing lead.

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

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat, or neutralize lead, paint containing lead, or any other material or substance containing lead, or in any way respond to, or assess the effects of lead; or
- (b) Claim or "suit" relating to, testing for, monitoring, cleaning up, removing, abating, containing, treating, or neutralizing lead, paint containing lead, or any other material or substance containing lead, or in any way responding to, or assessing the effects of lead.

This exclusion applies despite any legal form a claim may take. For instance, there is no coverage for a claim alleging that any insured was negligent or in breach of contract by maintaining premises where the insured knew, or should have known, lead exposure existed.

The addition of this exclusion does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, loss, liability or legal obligation.

Non-Certificate Holder

This insurance does not apply to any loss or damage arising out of:

"Bodily injury", "property damage" or "personal and advertising injury" unless you are an "active certificate holder" at the time "your work" was completed.

Punitive Damages

This insurance does not apply to any loss or damage arising out of:

Punitive or exemplary damages; fines, penalties or sanctions imposed by law; or defense costs related to any of these.

Unreported Employee

This insurance does not apply to any loss or damage arising out of:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the acts of an insured's "employee" unless such person has been reported to us and premium has been paid within 30 days of the "employee's" hire date.

C. Section II - Who Is An Insured is replaced by the following:

If you are an "active certificate holder":

1. And you are designated in the "member certificate" as:



- a. An individual, you, your spouse and minor children are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, their spouses and minor children are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members and their spouse and minor children are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. The spouse and minor children of the "executive officers" are insureds, but only with respect to the conduct of your business. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only:
 - (1) For acts within the scope of their employment by you or while performing duties related to the conduct of your business; and
 - (2) If the "employee" has been reported to us and premium has been paid within 30 days of the "employee's" hire date.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" while in the course of his or her employment or performing duties related to the conduct of your business, or to any "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;
 - (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; or
 - (iv) Arising out of his or her providing or failing to provide professional health care services.
 - (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).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.



3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

D. Changes to Section III - Limits Of Insurance:

1. Section III - Limits Of Insurance applies separately to each "active certificate holder".
2. The following provisions are added:

No Duplication Of Coverage

If this policy contains more than one Insuring Agreement or if we have issued more than one policy to an insured, then only one Insuring Agreement or policy will apply to the same claim, "suit", damages or "wrongful act". In the event that more than one Insuring Agreement or policy can apply to the same claim, "suit", damages or "wrongful act", then the only Insuring Agreement or policy that will apply will be that Insuring Agreement or policy under which we have accepted coverage, or that Insuring Agreement or policy that has been held to apply to such claim, "suit", damages or "wrongful act".

Non-Stacking Of Limits

If any other Insuring Agreement, coverage form(s), or policy(ies) issued by us or any of our affiliates applies to any claim, "suit", damages or "wrongful acts", or other amounts covered by this coverage form, then the maximum aggregate liability under all such Insuring Agreements, coverage forms or policies, including this Insuring Agreement or coverage form, shall not exceed the largest single available limit of insurance or liability under any one such Insuring Agreement, coverage form or policy.

E. Changes to Section IV - Commercial General Liability Conditions:

1. Commercial General Liability Conditions **5. Premium Audit**, **6. Representations**, and **7. Separation of Insureds** are replaced by the following:

5. Premium Audit And Deposit

- 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 and it shall be applied against the final audited premium. At the close of each audit period we will compute the earned premium for that period and send notice to the "master policy holder".

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 "master policy period" is greater than the earned premium, we will return the excess to the "master policy holder".

- c. The "master policy holder" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy:

- a. The first Named Insured agrees:
 - (1) The statements in the Declarations are accurate and complete;
 - (2) Those statements are based upon representations the first Named Insured made to us; and
 - (3) We have issued this policy in reliance upon the first Named Insured's representations; and



- b. You agree:
 - (1) The statements in the Certificate Of Insurance are accurate and complete;
 - (2) Those statements are based upon representations you made to us; and
 - (3) We have issued the Certificate Of Insurance in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the "master policy holder", this insurance applies:

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

2. The following conditions are added:

Civil Union

All references to "spouse" or "family member" in any Coverage Part or policy form made part of this insurance shall include a party to a civil union or domestic partnership law recognized under any applicable statute.

Contractors' And Subcontractors'

Prior to the commencement of any work performed for the insured or on the insured's behalf by a contractor or subcontractor, the insured must obtain:

- a. A certificate of insurance for such contractor or subcontractor evidencing:
 - (1) Commercial General Liability Coverage on an occurrence basis with a carrier which has a financial strength rating of A- (Excellent) or better; and
 - (2) Limits equal to or greater than the limits provided under this policy; and
- b. Evidence that you have been named as an additional insured for ongoing operations and products and completed operations on the Commercial General Liability policy of such contractor or subcontractor.

In the event that all of the above conditions are not met or the insured fails to provide proof of compliance with such conditions at the time of an "occurrence", claim or "suit", this policy will not provide any coverage for liability arising out of the work of such contractor or subcontractor.

- F. The following definitions are added to Section V - Definitions:

"Asbestos" means:

- 1. Airborne as a fiber, particle or dust;
- 2. Contained in a product;
- 3. Carried or transmitted on clothing or by any other means;
- 4. Inhaled or ingested; or
- 5. Contained in or a part of any:
 - a. Building;
 - b. Building material;
 - c. Insulation product; or
 - d. Component part of any building, building material or insulation product. "Active certificate holder" means a person who:
 - (1) Is a member in good standing of the "master policy holder"; and
 - (2) Has paid their monthly policy premium; and/or
 - (3) Has been issued a "member certificate" confirming they are an insured on this policy; or



(4) Is a retired member who met the qualifications of **a.**, **b.**, and/or **c.** above prior to becoming a retired member and has paid a premium for Discontinued Completed Operations Coverage.

"Master policy holder" means the entity designated as such in the Declarations.

"Master policy period" means the coverage period of the "master policy holder" shown in the Declarations.

"Member certificate" means a Certificate of Insurance issued to an insured by us or our agent granting coverage under this policy.

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

H. Common Policy Conditions **B. Changes**, **C. Examination Of Books And Records**, and **E. Premiums** are replaced by the following:

B. Changes

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

C. Examination Of Books And Records

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

E. Premiums

The "master policy holder" is responsible for the payment of all premiums. All "active certificate holders" are responsible for payment of their individual policy premiums.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

LIMITATION OF COVERAGE TO DESIGNATED OPERATIONS (GROUP)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

A. Pool And Spa Industry Maintenance

If a "member certificate" indicates that coverage applies to Pool or Spa Industry Maintenance, then the following provisions apply:

1. Limitation Of Coverage To Designated Operations

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

- a. The maintenance, service or repair of a swimming pool, spa, fountain or water feature; or
- b. Any other exposure which:
 - (1) Is incidental to the maintenance, service or repair of a swimming pool, spa, fountain or water feature; and
 - (2) Has been reported to us and for which an additional premium has been paid.

2. 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:

Pool And Spa Industry Construction Or Renovation

This insurance does not apply to any loss or damage arising out of:

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

- (1) The construction of a new swimming pool, spa, fountain or water feature; or
- (2) The renovation, remodel or substantial modification to an existing swimming pool, spa, fountain or water feature, including, but not limited to:
 - (a) Replastering;
 - (b) Resurfacing; or
 - (c) Retiling;an existing swimming pool, spa, fountain or water feature.

B. Pool And Spa Industry Maintenance Or Renovation

If a "member certificate" indicates that coverage applies to Pool Or Spa Industry Maintenance Or Renovation, then the following provisions apply:

1. Limitation Of Coverage To Designated Operations

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

- a. The maintenance, service or repair of a swimming pool, spa, fountain or water feature; or
- b. The renovation, remodeling or modification of an existing swimming pool, spa, fountain or water feature.



2. 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:

Pool And Spa Industry Construction

This insurance does not apply to any loss or damage arising out of:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the construction of a new swimming pool, spa, fountain or water feature.

- C. The Following Definition Is Added To Section V - Definitions:

"Member certificate" means a certificate of insurance issued to an insured by us or our agent granting coverage under this policy.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

**LIMITED FUNGI PROPERTY DAMAGE COVERAGE
(MOLD CLEAN-UP)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
Fungi Property Damage Limit:	\$25,000 per insured
Each Fungi Incident Deductible:	\$1,000

It is agreed that:

- A.** 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:

Fungi

This insurance does not apply to any loss or damage arising out of:

- (1) "Bodily injury" or "personal and advertising injury" arising out of a "fungi incident;"
- (2) Damages for devaluation of property or for the taking, use, acquisition or interference with the rights of others in property or air space arising out of a "fungi incident;" or
- (3) Any loss, cost or expense, fines or penalties 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" by any insured or by any other person or entity.
- (4) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with Paragraphs (1), (2) or (3) above; and
- (5) Any obligation to share damages with or repay someone else who must pay damages because of Paragraphs (1), (2) or (3) above.

- B.** Coverage provided by this insurance for "property damage" arising out of a "fungi incident" is subject to the Fungi Property Damage Limit and Each Fungi Incident Deductible as described in Paragraph C. of this endorsement.

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

Subject to Paragraph 2. of Section III – Limits Of Insurance, the Fungi Property Damage Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for all "property damage" arising out of one or more "fungi incidents", per insured, in any one year.

Our obligation to pay "property damage" on your behalf as a result of a covered "fungi incident" applies only to the amount of damages in excess of the Each Fungi Incident Deductible stated in the Schedule of this endorsement. The deductible applies per "fungi incident."

The Limits of Insurance provided by this endorsement are considered part of, not in addition to, the limits of insurance provided by the Commercial General Liability Coverage Form.

- D.** With respect to the coverage provided by this endorsement, the following are added to Section V – Definitions:

- 1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi contained within a building. For the purpose of this endorsement, a swimming pool, spa or water feature is not a building.



2. "Fungi incident" means an incident 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, growth, spread, proliferation, discharge, dispersal, seepage, release or escape of any "fungi."

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

SWIMMING POOL AND SPA INSPECTION LIABILITY COVERAGE (GROUP)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

SCHEDULE	
Limits Of Insurance:	\$50,000 Each Wrongful Act
	\$50,000 Aggregate
Deductible:	\$1,000

A. The following is added to Section I – Coverages:

POOL AND SPA INDUSTRY PROFESSIONAL LIABILITY

1. Insuring Agreement

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

- (1) The amount we will pay for "damages" is limited as described in Paragraph C. of this endorsement; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements to which this endorsement applies.

No other obligation or liability to pay sums or perform acts or services is covered.

b. This insurance applies to "damages" only if:

- (1) The "damages" are caused by a "wrongful act" that takes place during the policy period and in the "coverage territory";
- (2) Prior to the policy period, no insured listed under Paragraph B. Who Is An Insured, of this endorsement, and no "employee" authorized by you to give or receive notice of a "wrongful act" or claim, knew that the "damages" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "damages" occurred, then any continuation, change or resumption of such "damages" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Damages" which occur during the policy period and were not, prior to the policy period, known to have occurred by any insured listed under Paragraph B. Who Is An Insured, of this endorsement, or any "employee" authorized by you to give or receive notice of a "wrongful act" or claim, includes any continuation, change or resumption of those "damages" after the end of the policy period.

d. "Damages" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph B. Who Is An Insured, of this endorsement, or any "employee" authorized by you to give or receive notice of a "wrongful act" or claim:



- (1) Reports all, or any part of, the "damages" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for "damages" because of the "wrongful act"; or
- (3) Becomes aware by any other means that "damages" have occurred or have begun to occur.

2. Exclusions

a. Actions Of Unauthorized Employees And Volunteer Workers

This insurance does not apply to loss or damage arising out of:

Loss of any kind arising out of the acts of any of an insured's "employee" or "volunteer worker" unless such person is authorized by you to engage in the "professional services".

b. Bankruptcy Or Insolvency

This insurance does not apply to loss or damage arising out of:

"Damages" arising from the bankruptcy or insolvency of the insured.

c. Bodily Injury Or Property Damage

This insurance does not apply to loss or damage arising out of:

"Bodily injury" or "property damage" or any indirect or consequential injury arising out of "professional services".

d. Contractual Obligations

This insurance does not apply to loss or damage arising out of:

Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for "damages" that:

- (1) Are assumed by the insured in a written contract or agreement that arise out of "professional services" the insured provided subsequent to the execution of the contract or agreement, provided that the contractually assumed liability results solely from the negligence of the insured; or
- (2) The insured would have in the absence of the contract or agreement.

e. Criminal, Fraudulent, Dishonest Or Willful Acts Or Omissions

This insurance does not apply to loss or damage arising out of:

"Damages" resulting from any willful, dishonest, fraudulent, criminal or malicious act, error or omission of any insured, whether acting alone or in collusion with others.

f. Discrimination

This insurance does not apply to loss or damage arising out of:

Discrimination because of age, race, creed, color, sex, disability, national origin, marital status or sexual preference.

g. Employer's Liability

This insurance does not apply to loss or damage arising out of:

"Bodily injury" to:

- (1) An "employee" or "volunteer worker" 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" or "volunteer worker" 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 "bodily injury".



h. Electronic Data

This insurance does not apply to loss or damage arising out of:

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

i. Employment Related Practices Liability

This insurance does not apply to loss or damage arising out of:

Any claim made by:

(1) A person because 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 or discrimination directed at that person; or

(2) The spouse, child, parent, brother, sister or any other legal relative or legal guardian of that person as a consequence of any "damages" to that person against whom any of the employment related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share "damages" with or repay someone else who must pay "damages".

j. ERISA

This insurance does not apply to loss or damage arising out of:

Any loss, claim or obligation based on or arising out of any Securities Act or the Employee Retirement Income Security Act of 1974, or amendments or additions thereto.

k. Expected Or Intended Damage

This insurance does not apply to loss or damage arising out of:

"Damages" expected or intended from the standpoint of the insured.

l. Failure To Collect Or Pay

This insurance does not apply to loss or damage arising out of:

Liability arising out of the inability or failure of the insured or others to collect or pay money.

m. Faulty Workmanship

This insurance does not apply to loss or damage arising out of:

"Damages" based upon or arising out of the cost to repair or replace any faulty workmanship, construction or work not in accordance with your "professional services".

n. Fines And Penalties

This insurance does not apply to loss or damage arising out of:

Fines or non-compensatory penalties, or any exemplary or punitive damages awarded in any legal proceeding if the legal proceeding is based in whole or in part upon any "professional service". Exemplary or punitive damages are only excluded in jurisdictions where allowable by statute.

o. Insurance / Bonds

This insurance does not apply to loss or damage arising out of:

"Damages" based upon or arising out of the advising or requiring, or failure to advise or require, or the failure to obtain or maintain:



- (1) Insurance, suretyship, or bond; or
- (2) Financing or monies for any project by any party.

p. Intellectual Property

This insurance does not apply to loss or damage arising out of:

Actual or alleged theft, misappropriation, infringement, dilution or violation of a patent, trade name, service name, copyright, trademark, service mark, title, trade secret or any intellectual property rights or laws, or plagiarism.

q. Intoxication

This insurance does not apply to loss or damage arising out of:

Any loss or claim caused by an insured or other person under the influence of intoxicants or narcotics.

r. Loss To Any Insured

This insurance does not apply to loss or damage arising out of:

Loss sustained by any insured or any person who is employed by you (or who has been hired by you) at the time that the "wrongful act" takes place.

s. Managerial And Administrative Services

This insurance does not apply to loss or damage arising out of:

Liability arising out of acts, errors or omissions of a managerial or administrative nature.

t. Market Value Or Marketability

This insurance does not apply to loss or damage arising out of:

"Damages" based on fluctuation or deterioration of market value or marketability of any property arising directly or indirectly out of rendering or failure to render "professional services".

u. Molestation, Sexual Misconduct Or Abuse

This insurance does not apply to loss or damage arising out of:

Liability resulting from any actual, threatened, or alleged molestation, sexual misconduct or abuse of any type. 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 "wrongful act" involved the rendering of or failure to render "professional services".

v. Other Activities

This insurance does not apply to loss or damage arising out of:

"Damages" arising directly or indirectly from the insured's activities (volunteer or employed) as an officer or director of any organization, corporation, company or business other than which is covered on this policy.

w. Personal And Advertising Injury

This insurance does not apply to loss or damage arising out of:

"Personal and advertising injury" arising out of "professional services".

x. Personal Gain

This insurance does not apply to loss or damage arising out of:

Liability arising out of an insured gaining any personal profit or advantage to which they are not legally entitled.

y. Pollution

This insurance does not apply to loss or damage arising out of:

- (1) "Damages" arising out of the actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of "pollutants".



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

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any responding to, or assessing the effects of "pollutants".

z. Products

This insurance does not apply to loss or damage arising out of:

"Damages" based upon or arising out of "your product".

aa. Professional Advice

This insurance does not apply to loss or damage arising out of:

Loss of any kind arising directly or indirectly out of the rendering of professional advice that is not usual to the normal activities of your operations.

bb. Recall Of Products, Work Or Impaired Property

This insurance does not apply to loss or damage arising out of:

"Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, redistribution, 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 therein.

cc. Unauthorized Pool, Spa, Fountain Or Water Feature Inspection

This insurance does not apply to loss or damage arising out of:

"Damages" arising out of inspection services for which you are not licensed or otherwise authorized by an applicable state or local law.

dd. Unrelated Injury

This insurance does not apply to loss or damage arising out of:

Any claim for "damages" not resulting from a "wrongful act".

ee. Violation Of Antitrust Laws

This insurance does not apply to loss or damage arising out of:

Liability arising out of unfair competition or violation of any antitrust laws.

ff. Violation Of Statute

This insurance does not apply to loss or damage arising out of:

"Damages" arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.

gg. Violation Of Trade Law

This insurance does not apply to loss or damage arising out of:

"Damages" arising out of any actual or alleged violation of any federal or state securities, antitrust, restraint



of trade, unfair trade practices, consumer protection laws or other similar trade laws, including:

- (1) The Securities Act of 1933 and the Securities Exchange Act of 1934;
- (2) Any state Blue Sky or securities laws;
- (3) The Racketeer Influenced and Corrupt Organizations Act;
- (4) The Interstate Commerce Act, the Sherman Antitrust Act, the Clayton Antitrust Act, the Robinson-Patman Act, the Celler-Kefauver Act, the Competition Act or the Federal Trade Commission Act; and
- (5) Any rules, regulations or amendments pertaining to or arising in connection with the Acts and laws identified in (1) through (4) above, or any similar federal, state or local law, rule or regulation.

hh. Warranties Or Guarantees

This insurance does not apply to loss or damage arising out of:

"Damages" based upon or arising out of:

- (1) Cost estimates or cost guarantees being exceeded;
- (2) Any delay in, default on or failure to perform with respect to any performance guarantees included in any contract or agreement; or
- (3) Any other express or implied warranties or guarantees.

However, Paragraph (2) of this exclusion does not apply if the delay, default, or failure to perform is the result of a "wrongful act" to which this insurance applies.

ii. Workers' Compensation

This insurance does not apply to loss or damage arising out of:

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

B. Section II – Who Is An Insured is deleted and replaced by the following:

WHO IS AN INSURED

If you are an "active certificate holder":

1. And you are designated in the "member certificate" as:
 - a. An individual, you are an insured, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "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:
 - (1) For acts within the scope of their employment by you or while performing duties related to the conduct of your business; and



- (2) If the "employee" has been reported to us and premium has been paid within 30 days of the "employee's" hire date.

However, none of these "employees" or any "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" while in the course of his or her employment or performing duties related to the conduct of your business, or to any "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;
- (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; or
- (iv) Arising out of his or her providing or failing to provide professional health care services.

- (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).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

- C. Section III – Limits Of Insurance is deleted and replaced by the following:

LIMITS OF INSURANCE AND DEDUCTIBLE

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought;



(3) Persons or organizations making claims or bringing "suits".

- b. The Aggregate limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "damages" arising out of "wrongful acts" during the policy period for each insured.
- c. Subject to Paragraph b. above, the Each Wrongful Act limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "damages" arising out of any one "wrongful act" for each insured.
- d. The Limits of Insurance provided by this endorsement are considered part of, not in addition to, the limits of insurance provided by the Commercial General Liability Coverage Form.

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, 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.

The coverage provided by the endorsement does not provide any duplication or overlap of coverage for the same claim or "suit". Two or more claims arising out of a single "wrongful act" or a series of related "wrongful acts" shall be treated as a single claim. All such claims, whenever made, shall be considered to be first made on the date on which the earliest claim arising out of such "wrongful act" was first made. All such claims are subject to the same Limit of Insurance. All claims arising out of one "wrongful act" to the same person by one or more insured(s) shall be deemed to be one claim and to have been made at the time the first of those claims is made against any insured.

2. Deductible

Our obligation to pay "damages" on your behalf applies only to the amount of "damages" in excess of the Deductible contained in the Schedule of this endorsement. The Deductible applies per "wrongful act", per insured.

D. Section IV – Commercial General Liability Conditions amended as follows:

The heading and Paragraph a. of Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit are deleted and replaced by the following:

Duties In The Event Of Wrongful Act, 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) How, when and where the "wrongful act" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any "damages" arising out of the "wrongful act".

E. The following definitions are added:

- 1. "Active certificate holder" means a person who:
 - a. Is a member in good standing of the "master policy holder"; and
 - b. Has paid their monthly policy premium; and/or
 - c. Has been issued a "member certificate" confirming they are an insured on this policy; or
 - d. Is a retired member who met the qualifications of a., b., and/or c. above prior to becoming a retired member and has paid a premium for Discontinued Completed Operations Coverage.
- 2. "Damages" means:
 - a. Physical injury or loss of use to tangible property; or
 - b. Loss of intangible property.
- 3. "Master policy holder" means the entity designated as such in the Declarations.
- 4. "Professional services" means providing an opinion relating to the condition of the swimming pool, spa, fountain or water feature and its equipment.



5. "Member certificate" means a certificate of insurance issued to an insured by us or our agent granting coverage under this policy.
6. "Wrongful act" means any actual or alleged negligent act, error or omission committed by the insured directly related to and arising solely from the providing or failing to provide "professional services".

A series of negligent acts, errors or omissions that have as a common connection, tie or link any:

- a. Fact, circumstance, situation, event, transaction or cause; or
- b. Series of related facts, circumstances, situations, events, transactions or causes

will be considered a single "wrongful act" and will be deemed to have been committed at the time the first such negligent act, error or omission is committed.

All other provisions of the Policy remain unchanged.



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BROADENED PROPERTY DAMAGE COVERAGE ENDORSEMENT (GROUP)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The coverage provided by this endorsement only applies if a "member certificate" indicates that coverage applies to Pool And Spa Industry Maintenance.

A. Paragraph **2.** Exclusions of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability is amended as follows:

1. The following is added to exclusion **j.** Damage To Property:

Paragraphs **(5)** and **(6)** of this exclusion do not apply to the first \$50,000 of each "property damage" "occurrence".

Any applicable Property Damage Liability deductible will continue to apply.

2. The following is added to exclusion **I.** Damage To Your Work:

This exclusion does not apply to the first \$50,000 of each "property damage" "occurrence".

Any applicable Property Damage Liability deductible will continue to apply.

However, the exceptions to the exclusions provided by Paragraphs **1.** and **2.** above do not apply to swimming pools, spas, fountains or water features when they are damaged by "pop-up".

B. The following definitions are added to Section **V** - Definitions:

"Member certificate" means a certificate of insurance issued to an insured by us or our agent granting coverage under this policy.

"Pop-up" means an incident in which the elevation of a swimming pool, spa, fountain or water feature is raised due to hydrostatic pressure.

C. This endorsement does not apply to "property damage" arising out of:

1. The construction of a new swimming pool, spa, fountain or water feature; or

2. The renovation, remodel or substantial modification to an existing swimming pool, spa, fountain or water feature, including, but not limited to:

a. Replastering;

b. Resurfacing; or

c. Retiling;

an existing swimming pool, spa, fountain or water feature.

All other provisions of the Policy remain unchanged.



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DISCONTINUED COMPLETED OPERATIONS COVERAGE ENDOREMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
Insured:	
Retirement Date:	Per Information on File with Company
Expiration Date:	Per Information on File with Company

It is agreed that:

- A. This endorsement applies to the insured shown in the Schedule above only if a premium has been paid for this coverage.
- B. Paragraph **1.b.(2)** of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:
 - (2) The "bodily injury" or "property damage" occurs after the Retirement Date and before the Expiration Date, both as shown in the Schedule above; and

All other provisions of the Policy remain unchanged.



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COST OF WATER ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE		
Limit of Insurance:	\$3,000	Per Occurrence
Deductible:	\$100	Per Occurrence

It is agreed that:

- A.** The following is added to Coverage **A** - Bodily Injury And Property Damage Liability under Section **I** - Coverages: Cost Of Water
- a.** We will also pay the cost of water that your customer is charged as a result of:
 - (1)** You overfilling a swimming pool, spa, fountain or water feature; or
 - (2)** Your negligence in failing to turn off water to your customer's swimming pool, spa, fountain or water feature.
 - b.** We will not pay any loss for the cost of water at any swimming pool, spa, fountain or water feature at a property you own, rent, lease or occupy.
- B.** With respect to coverage provided by this endorsement, the following is added to Section **III** - Limits Of Insurance:

Subject to Paragraph **2.** of Section **III** - Limits Of Insurance, the Limit Of Insurance Per Occurrence shown in the Schedule of this endorsement is the most we will pay under Coverage **A** for the sum of all costs of water arising out of one "occurrence" for each insured.

Our obligation to pay under the Cost Of Water Coverage applies only to costs in excess of the Per Occurrence Deductible shown in the Schedule of this endorsement. The Per Occurrence Deductible applies separately to each insured.

The limits of insurance provided by this endorsement are considered part of, not in addition to, the limits of insurance provided by the Commercial General Liability Coverage Form.

All other provisions of the Policy remain unchanged.



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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to loss or damage arising from:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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 the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:



- a.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement described in Paragraph **A.1.**; or
 - 2.** Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

All other provisions of the Policy remain unchanged.



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BUSINESS INCOME REPLACEMENT COVERAGE CATASTROPHIC LOSS TO CUSTOMER'S PROPERTY

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, the words "you", "your" and Named Insured refer to the person or organization shown in the Certificate Of Insurance. The words "we", "us" and "our" refer to the company providing this insurance.

The term "policy period" means the period shown in the Certificate Of Insurance.

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

SCHEDULE

Business Income Replacement Aggregate Limit:	\$10,000
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It is agreed that:

A. Business Income Replacement Coverage

1. We will pay for the actual loss of Business Income you sustain due to the cessation of "operations" during the "period of interruption". The cessation must be caused by a Covered Cause Of Loss, as described in Paragraph 2. below, to your "customer's property", which in turn results in discontinued or cancelled customer contracts and loss of Business Income. We only cover loss of Business Income that commences during the policy period and is sustained by one of your "operations" that is within the Coverage Territory.

Business Income means the Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred from customer contracts.

2. Covered Causes Of Loss

Covered Cause of Loss means the following:

- a. Wildfire, meaning a rapidly spreading fire which burns over 100 acres or destroys more than 100 homes.
- b. Earthquake.
- c. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.
- d. Flood, meaning a general and temporary condition of partial or complete inundation of normally dry land areas due to:
 - (1) The overflow of inland or tidal waters;
 - (2) The unusual or rapid accumulation or runoff of surface waters from any source; or
 - (3) Mudslides or mudflows which are caused by flooding as defined in c.(2) above. For the purpose of this Covered Cause of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.

All flooding in a continuous or protracted event will constitute a single flood.

- e. Named storm, meaning a storm system that has been identified as a tropical storm or hurricane and assigned a name by the National Hurricane Center or the Central Pacific Hurricane Center of the National Weather Service (hereafter referred to as NHC and CPHC).
- f. Tornado that is rated between F1 and F5 on the Enhanced F Scale for Tornado Damage.



B. Exclusions

1. We will not pay for loss of Business Income caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
 - a. **Nuclear Hazard**
Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. **War And Military Action**
 - (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.
2. We will not pay for loss of Business Income caused by customer contracts which are cancelled by you.
3. We will not pay for loss of Business Income unless you are an "active certificate holder" at the time of the Covered Cause of Loss.

C. Limits Of Insurance

The most we will pay for loss of Business Income in any one occurrence is 80% of the loss of Business Income you sustain due to the cessation of your "operations" during the "period of interruption", subject to the Business Income Replacement Aggregate Limit shown in the Schedule of this Coverage Form.

The Business Income Replacement Aggregate Limit shown in the Schedule of this Coverage Form is the most we will pay for loss of Business Income you sustain due to the cessation of your "operations" during the "period of interruption" in any one policy period. The Business Income Replacement Aggregate Limit shown in the Schedule of this Coverage Form applies separately to each "active certificate holder".

The Business Income Replacement Aggregate Limit 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.

D. Conditions

1. The **Appraisal, Duties In The Event Of Loss and Loss Payment** of Loss Conditions in the Commercial Inland Marine Conditions are deleted in their entirety and replaced by the following:

Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

Duties In The Event Of Loss

- a. You must see that the following are done in the event of loss:



- (1) Give us prompt notice of the direct physical loss or damage to your “customer’s property”. Include a list of the “customer’s property” involved and copies of the current customer contracts, pool service agreements
 - (2) As soon as possible, give us a description of how, when and where the direct physical loss or damage occurred.
 - (3) As often as may be reasonably required, permit us to examine or make copies of your books and records.
 - (4) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (5) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Form, and:

- a. We have reached agreement with you on the amount of loss; or
 - b. An appraisal award has been made.
2. The **Policy Period, Coverage Territory** of General Condition in the Commercial Inland Marine Conditions is deleted in its entirety and replaced by the following:

Coverage Territory

The Coverage Territory is the United States of America (including its territories and possessions).

3. The **Changes, Examination Of Your Books And Records, and Premiums of** Conditions in the Common Policy Conditions are deleted in their entirety and replaced by the following:

Changes

This policy contains all the agreements between the “master policy holder”, you and us concerning the insurance afforded. The “master policy holder” 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.

Examination Of Your Books And Records

We may examine and audit the books and records of you and the “master policy holder” as they relate to this policy at any time during the policy period and up to three years afterward.

Premiums

The “master policy holder” is responsible for the payment of all premiums. All “active certificate holders” are responsible for payment of their individual policy premiums.

4. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

Loss Determination

- a. The amount of Business Income loss will be determined based on:
 - (1) The Net Income of the business before the direct physical loss or damage to your “customer’s property” occurred;
 - (2) The likely Net Income of the business if no physical loss or damage to your “customer’s property” had occurred; and
 - (3) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;



- (b) Bills, invoices and other vouchers; and
- (c) Deeds, liens or contracts.

E. Definitions

1. "Active certificate holder" means a person who:
 - a. Is a member in good standing of the "master policy holder"; and
 - b. Has paid their monthly policy premium; and/or
 - c. Has been issued a "member certificate" confirming they are an insured under this Coverage.
2. "Customer's property" means property of your customers of which you have a current written contract to provide maintenance or support on their swimming pool, spa, fountain or water feature at the time of direct physical loss or damage and that is in the affected area of the Covered Cause of Loss.
3. "Master policy holder" means the entity designated as such in the Commercial Inland Marine Declarations.
4. "Member certificate" means a Certificate Of Insurance issued to an insured by us or our agent granting coverage under this policy and for this Coverage.
5. "Operations" means your business activities occurring at the described premises.
6. "Period of interruption" means the period of time that:
 - a. Begins 30 days after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "customer's property"; and
 - b. Ends the earlier of the following:
 - (1) When your Business Income is 80% or more of the Business Income you were receiving before the Covered Cause of Loss;
 - (2) 12 months after the date of direct physical loss or damage at the premises of the "customer's property";
or
 - (3) The Limit of insurance is used up.

The expiration date of this policy will not cut short the "period of interruption".

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

COMMERCIAL GENERAL LIABILITY COMPOSITE RATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
Coverage applies only for the Exposure(s) for which an applicable rate is shown	
Exposure	Rate
Member or employee	\$61
Discontinued completed operations	\$31
Incidental store	\$31
Incidental office	\$19
Incidental warehouse	\$31
Incidental remodeling	\$27
Incidental other exposure	\$27

It is agreed that:

The following provision is added to Section **IV** - Commercial General Liability Conditions:

Premium Determination

The premium for this policy shall be determined by applying the rates in the Schedule above, per month, per exposure.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

MARIJUANA / CANNABIS EXCLUSION

This endorsement modifies insurance provided under this policy as follows:

The following exclusion shall be added to the policy:

This policy does not apply to any liability, claim, suit, loss or any other cost or expense arising out of the sale, consumption, use, growth, development, use of or exposure to "marijuana" or tetrahydrocannabinol (THC), or any material substance or product infused with or containing marijuana or THC, including any edible products, ointments, aerosols, oils or tinctures.

As used in this endorsement, "marijuana" means all parts of the plant *Cannabis sativa* L, whether growing or not, the seeds thereof, and resin extracted from the plant; and every compound, manufacture, salt, derivative, or preparation of the plant, or of its seeds or resin.

All other provisions of the policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the following exclusion is added to the Policy:

The following exclusion is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal And Advertising Injury Liability:

Continuous Or Progressive Injury Or Damage

This insurance does not apply to any loss or damage arising out of:

“Bodily injury”, “property damage” or “personal and advertising injury” which:

- (1) First occurred, first began to occur, or is alleged to have first occurred;
- (2) Is alleged to be in the process of occurring to any degree; or
- (3) Is caused by or alleged to have been caused by incremental, continuous or progressive injury or damage arising from an "occurrence" or offense which first occurred, began to occur, or is alleged to have first occurred, prior to the effective date of this policy.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

UNLICENSED FLORIDA CONTRACTOR EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the following exclusion is added to the Policy:

The following exclusion is added to Paragraph **2**. Exclusions under Section I – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability and Coverage **B** – Personal And Advertising Injury Liability:

Unlicensed Florida Contractor

This insurance does not apply to any loss or damage arising out of:

“Bodily injury”, “property damage” or “personal and advertising injury” in any way involving any work that began, was ongoing, or which was completed prior to the effective date of your Florida contractor’s license or at any time that you did not have an active Florida license.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

LEGIONELLA EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

It is agreed that the following exclusion is added to the Policy:

Legionellae

This insurance does not apply to any loss or damage arising out of:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" in any way involving the actual, alleged or threatened inhalation or aspiration of, ingestion of, contact with, exposure to, existence of, or presence of any legionellae, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; and
- (2) Any loss, cost or expense arising out of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, disinfecting, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, legionellae by any insured or by any other person or entity.

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.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

UNMANNED AIRCRAFT EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the following exclusions are added to the Policy:

- A.** The following exclusion is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Unmanned Aircraft

This insurance does not apply to any loss or damage arising out of:

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

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

This exclusion does not serve to create coverage for "bodily injury" or "property damage" that is otherwise excluded under this Coverage Form.

- B.** The following exclusion is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage B – Personal And Advertising Injury Liability:

Unmanned Aircraft

This insurance does not apply to any loss or damage arising out of:

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any "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 "unmanned aircraft".

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

"Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

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

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

PRIOR INCIDENT(S) AND PRIOR CONSTRUCTION DEFECTS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the following exclusion is added to the Policy:

The following exclusion is added to Paragraph 2. Exclusions, Section I Coverages A, B and C:

Prior Incident(s) and Prior Construction Defects

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury," claims or "suits" which first occurred or are alleged to have begun to occur prior to the effective date of this policy. This exclusion applies regardless of whether repeated or continued exposure to conditions which were a cause of such "bodily injury", "property damage", "personal and advertising injury" or claims or "suits" occur during the period of this policy and cause additional, progressive or further "bodily injury", "property damage", "personal and advertising injury" or claims or "suits", all of which are excluded from coverage.

This exclusion shall apply whether or not the insured's legal obligation to pay damages has been established as of the inception date of this policy.

If there is no coverage for a Named Insured under the policy in effect at the time the injury or damage first occurred or is alleged to have begun to occur due to this endorsement, then there is also no coverage to any additional insured under the policy for a loss to which this endorsement would apply. There is no duty to defend any insured for a claim or "suit" to which this exclusion applies.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on	AXRPG1100001-0	\$1

MOLD EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL INLAND MARINE COVERAGE PART

It is agreed that the following exclusion is added to the Policy:

Mold Exclusion

We will not pay for loss or damage caused directly or indirectly by or resulting directly or indirectly from "mold" existing, emanating or moving anywhere indoors and outdoors. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

This exclusion applies to:

1. The actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, presence, growth or reproduction of "mold" as well as testing for, monitoring, cleaning up, removing, abating, mitigating, remediating, disposing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the concentration or effect of "mold"; and
2. The cost of rebuilding, restoring, repairing or replacing any real or personal property, diminution in property value or any consequential loss, damage or expense caused directly or indirectly by or resulting directly or indirectly from "mold."

As used in this endorsement, "mold" means any permanent or transient fungus, mold, mildew or mycotoxin, or any of the spores, scents or by-products resulting therefrom regardless of whether they are determined to cause loss or damage.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

**TOTAL POLLUTION EXCLUSION WITH SWIMMING POOL CHEMICALS
EXCEPTION AND CLEAN-UP COSTS COVERAGE**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

SCHEDULE	
Clean-up Costs – Land Or Water	Limit Of Insurance
Clean-up Costs - Land Or Water Occurrence Limit	\$50,000
Clean-up Costs - Land Or Water Aggregate Limit	\$50,000
Clean-up Costs – Auto	Limit Of Insurance
Clean-up Costs - Auto Occurrence Limit	\$10,000
Clean-up Costs - Auto Aggregate Limit	\$10,000
Deductible per Insured, per Occurrence:	\$1,000

- A.** Exclusion **f.** of Paragraph **2.** Exclusions of Section **I** - Coverages in Coverage **A** - Bodily Injury And Property Damage Liability is deleted in its entirety and replaced by the following:

This insurance does not apply to loss or damage resulting from:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, drift or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion does not apply to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, drift or escape of any "swimming pool chemicals" at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on the insured's behalf are performing swimming pool, spa, fountain or water feature installation, service, repair or maintenance operations, if the "swimming pool chemicals" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor and such operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

This exclusion does not apply to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, drift or escape of any "swimming pool chemicals" at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.



B. The following extension of coverage is added to Supplementary Payments - Coverages **A** And **B** in Section **I** - Coverages:

Clean-up Costs

a. Clean-up Costs – Land Or Water

We will:

(1) Pay those expenses that the insured becomes legally obligated to pay for the removal, containment, treatment, detoxification, extraction or neutralization of "swimming pool chemicals" from land or water due to an "occurrence" during the policy period which results in the discharge, dispersal, seepage, migration, release, spillage or escape of "swimming pool chemicals":

(a) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on the insured's behalf are performing swimming pool, spa, fountain or water feature installation, service, repair or maintenance operations, if the "swimming pool chemicals" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor and such operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

This coverage does not apply to clean-up costs at any store, office or warehouse premises owned or occupied by, or rented or loaned to any insured.

(b) At any premises not owned, rented or occupied by an insured, but only after the insured is found to be legally liable for these expenses.

This coverage does not apply to clean-up costs at any:

(i) Store, office or warehouse premises owned or occupied by, or rented or loaned to any insured; or

(ii) Premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on the insured's behalf are performing swimming pool, spa, fountain or water feature installation, service, repair or maintenance operations.

(2) We will reimburse you for the actual, reasonable costs you incur for the removal, containment, treatment, detoxification, extraction or neutralization of "swimming pool chemicals" from land or water at any store, office or warehouse premises owned, rented or occupied by an insured due to an "occurrence" during the policy period which results in the discharge, dispersal, seepage, migration, release, spillage or escape of "swimming pool chemicals". This coverage only applies if the insured has paid a premium for store, office or warehouse premises coverage.

The amount we will pay for Clean-up Costs – Land Or Water is limited as described in Section **C**. below.

This coverage is excess over any other insurance, whether primary, excess, contingent or on any other basis.

b. Clean-up Costs – Auto

We will pay those expenses that the insured becomes legally obligated to pay for the removal, containment, treatment, detoxification, extraction or neutralization of "swimming pool chemicals" from land or water due to:

(1) An "occurrence" during the policy period; and

(2) Arising out of the ownership, maintenance, use or entrustment to others of any "auto" owned, operated by, or rented or loaned to any insured, but only while the "auto" is used in the conduct of the insured's business;

which results in the discharge, dispersal, seepage, migration, release, spillage or escape of "swimming pool chemicals".

The amount we will pay for Clean-up Costs - Auto is limited as described in Section **C**. below.

This coverage is excess over any other insurance, whether primary, excess, contingent or on any other basis.

C. With respect to the coverages provided by Paragraph **B.** of this endorsement, Section **III** - Limits Of Insurance is replaced by the following:



1. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
 - a. Claimants;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

These limits are included within, not in addition to, the limits contained in the Commercial General Liability Coverage Form.

2. Clean-up Costs - Land Or Water

The Clean-up Costs - Land Or Water Aggregate Limit is the most we will pay for the sum of all clean-up costs for any one insured in any one policy period under the Clean-up Costs - Land Or Water extension of coverage.

Subject to the Aggregate Limit above, the Clean-up Costs - Land Or Water Occurrence Limit is the most we will pay for the sum of all clean-up costs for any one insured arising out of any one "occurrence" under the Clean-up Costs - Land Or Water extension of coverage.

3. Clean-up Costs - Auto

The Clean-up Costs - Auto Aggregate Limit is the most we will pay for the sum of all clean-up costs for any one insured in any one policy period under the Clean-up Costs - Auto extension of coverage.

Subject to The Aggregate Limit above, the Clean-up Costs - Auto Occurrence Limit is the most we will pay for the sum of all clean-up costs for any one insured arising out of any one "occurrence" under the Clean-up Costs - Auto extension of coverage.

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, 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.

D. Deductible

Our obligation to pay Clean-up Costs applies only to the amount of damages in excess of the Deductible per occurrence, applicable to each insured, shown in the Schedule of this endorsement.

- E.** With respect to the coverage provided by this endorsement, Paragraph **b.(1)(a)** Excess Insurance of **4. Other Insurance** in Section **IV** – Commercial General Liability Conditions is replaced by the following:

(1) This insurance is excess over:

- (a)** Any other insurance, whether primary, excess, contingent or on any other basis.

- F.** With respect to the coverage provided by this endorsement, the following definition is added to Section **V** - Definitions:

"Swimming pool chemicals" means chemicals, including fumes from swimming pool equipment, which are not prohibited by any federal, state or local agency or government that are used in connection with the installation, service, repair or maintenance of swimming pools, spas, fountains or water features.

All other provisions of the Policy remain unchanged.



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	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

STORE, OFFICE OR WAREHOUSE PREMISES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

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:

Store, Office Or Warehouse Premises

This insurance does not apply to any loss or damage arising out of:

"Bodily injury", "property damage" or "personal and advertising injury" occurring at any store, office or warehouse premises owned, rented or occupied by an insured.

However, this exclusion does not apply if the store, office or warehouse premises has been reported to us and an additional premium is paid within 30 days of the insured's purchase, rental, occupancy or use of such premises.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

EMPLOYER'S LIABILITY AND BODILY INJURY TO CONTRACTORS OR SUBCONTRACTORS IN DESIGNATED STATES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Designated States:	Illinois, New York
Paragraph B. below only applies to the state shown in this Schedule	

It is agreed that:

A. The Employer's Liability Exclusion is replaced by the following:

This insurance does not apply to any loss or damage arising out of:

Employer's Liability

"Bodily injury" to:

- (1) An "employee", "volunteer worker" or "temporary worker" of the Named Insured arising out of and in the course of:
 - (a) Employment by the Named Insured; or
 - (b) Performing duties related to the conduct of the Named Insured's business; or
- (2) The spouse, partner, child, parent, brother, sister or any other relative of that "employee", "volunteer worker" or "temporary worker" 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 applies to any liability assumed under an "insured contract".

B. With respect to the states shown in the Schedule of this endorsement only, the following Exclusion is added:

Bodily Injury To Contractors Or Subcontractors

This insurance does not apply to any loss or damage arising out of:

"Bodily injury" to any:

- (1) Contractor or subcontractor while working on behalf of any insured;
- (2) Employee, volunteer worker, leased worker or temporary worker of such contractor or subcontractor; or
- (3) Additional subcontractor, including the employees, volunteer workers, leased worker or temporary workers of such contractor or subcontractor indicated in Paragraph (1) above; or

This exclusion applies:

- (a) Even if the claim against any insured alleges negligence or other wrongdoing in the:
 - (i) Selection, hiring or contracting;
 - (ii) Investigation;
 - (iii) Supervision or monitoring;



(iv) Training; or

(v) Retention

of any contractor or subcontractor for whom any insured is or was legally responsible and whose acts or omissions would be excluded by Paragraph **(1)**, **(2)** or **(3)** above.

(b) Whether the insured may be liable as an employer or in any other capacity;

(c) To any obligation to share damages with or repay someone else who must pay damages because of the injury; and

(d) To liability assumed by the insured under an "insured contact."

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

FISH POND EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the following exclusion is added to the Policy:

The following exclusion is added to Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to any loss or damage arising out of:

Fish Ponds

“Property Damage” resulting from, in connection with, or related to any servicing, repair, maintenance or installation of fish ponds. “Property Damage” includes the loss, death or destruction of fish.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

EARTHQUAKE OR SUBSIDENCE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is agreed that the following exclusion is added to the Policy:

The following exclusion is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal And Advertising Injury Liability:

Earthquake Or Subsidence

This insurance does not apply to any loss or damage arising out of:

“Bodily injury”, “property damage” or “personal and advertising injury” in any way involving movement of land or earth, regardless of whether emanating from, aggravated by, or attributable to any operations performed by or on behalf of any insured, whether the first manifestation of the movement of land or earth occurs during the policy period or prior or subsequent thereto.

As used in this endorsement “Earthquake or Subsidence” means movement of land or earth which includes instability, subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, rising, tilting, bulging, cracking, mud flow, mudslide, earthquake, shrinking or expansion of ground, slabs, footings, foundations, walls, roofs, floors, ceilings or any other real property or part thereof.

All loss or damage caused by one or more movement of land or earth events that are continuous will constitute one movement of land or earth “occurrence.”

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on 4/1/2021	AXRPG1100001-0	\$1

ANIMALS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The following is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

Animals

This insurance does not apply to loss or damage arising from:

"Bodily injury" or "property damage" arising out of or caused by any animal if such animal is:

- (1) Owned by you;
- (2) In your care, custody or control; or
- (3) On your premises.

All other provisions of the Policy remain unchanged.



Endorsement Num	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on		

EXCLUSION OF LOSS OR DAMAGE DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

It is agreed that the following exclusion shall be added to the policy:

Virus or Bacteria Exclusion

We will not pay for loss or damage to covered property caused by, arising out of or resulting from, contributed to or made worse by, actual, alleged or suspected presence of any virus, bacterium or microorganism that induces or is capable of inducing physical distress, illness or disease. Nor will we pay:

1. The expense or cost to extract or remove such a virus, bacterium or microorganism from covered property;
2. The costs associated with the enforcement of any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of such a virus, bacterium or microorganism;
3. The expense or costs associated with the enforcement of or compliance with of any ordinance or law which requires the total or partial, temporary or permanent, interruption, closure or cessation of business;
4. Any cost to transport any property or debris to a site for storage or decontamination required because the property is infected by such a virus, bacterium or microorganism, whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters; or
5. Any cost to store or otherwise dispose of any property because of the presence of such a virus, bacterium or microorganism in or on covered property.

This exclusion applies to all coverage under all forms and endorsements that comprise this coverage part or policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.

With respect to loss or damage subject to this exclusion, the terms of this exclusion shall supersede any exclusion pertaining to pollutants.

As used in this endorsement:

The term "we" means the company providing this insurance.

The term "covered property" shall have the same meaning as set forth in the policy and shall have the same meaning as the term "insured property" (wherever such term is used in policy).

The terms of this exclusion, or the inapplicability of this exclusion to any particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this coverage part or policy.

All other provisions of the Policy remain unchanged.



**POOL AND SPA INDUSTRY
CERTIFICATE OF LIABILITY INSURANCE**

CERTIFICATE NUMBER: AXRPG1100001-0

DATE: May 31, 2021

THIS CERTIFICATE REPRESENTS INSURANCE PROVIDED IN ACCORDANCE WITH

MASTER POLICY NUMBER: AXRPG1100001-0

MASTER POLICY HOLDER: Independent Pool & Spa Service Association	
CERTIFICATE HOLDER'S (INSURED)	
Name and Mailing Address (No., Street, Town or City, County, State, Zip Code)	
Cramer & Associates PO Box 3367 Rocklin, CA 95677	
Effective Date:	April 1, 2021 at 12:01 a.m. Eastern Standard Time at the mailing address shown above
Expiration Date:	April 1, 2022

PLAN ADMINISTERED BY:
Arrow Insurance Service, a division of HUB International Insurance Services Inc. 2393 Townsgate Road, Suite 101 Westlake Village, CA 91361 Agency No.: 51097 Phone: 800-833-3433
CONTACT INFORMATION:
Name: Nan Win Phone: 800-833-3433 Fax: 805-870-7625 Email: nan.win@hubinternational.com

STATE SURPLUS LINES NOTIFICATION
Per attached state form
INSURER:
AXIS Surplus Insurance Company 111 South Wacker Drive Suite 3500 Chicago, IL 60606

The Insured's Form of Business: Individual Partnership Joint Venture Limited Liability Company Organization, including a corporation (but not including Partnership, Joint Venture or Limited Liability Company)



The Insured's Commercial General Liability Coverage applies to the operation marked (X) below:

- Pool And Spa Industry Maintenance Pool and Spa Industry Maintenance or Renovation

Coverage	Limits of Insurance	
General Aggregate Limit	\$ 3,000,000	
Products-Completed Operations Aggregate Limit	\$ 3,000,000	
Personal And Advertising Injury Limit	\$1,000,000	
Each Occurrence Limit	\$1,000,000	
Damage To Premises Rented To You Limit	\$200,000	Any One Premises
Medical Expense Limit	\$5,000	Any One Person
Property Damage Liability Deductible	\$500	Per Claim

Coverage	Sub-Limits of Insurance	
Swimming Pool Pop Up Coverage	\$100,000	Each Occurrence
	\$300,000	Aggregate
	\$500	Deductible
Key And Lock Replacement Supplementary Payments Coverage	\$5,000	Per Occurrence
	\$100	Deductible
Limited Fungi Property Damage Coverage (Mold Clean-up)	\$25,000	Per Insured
	\$1000	Deductible
Broadened Property Damage Coverage	\$50,000	Per Occurrence
	\$500	Deductible
Swimming Pool And Spa Inspection Liability Coverage	\$50,000	Each Wrongful Act
	\$50,000	Aggregate
	\$1000	Deductible
Total Pollution Exclusion With Swimming Pool Chemicals Exception and Clean-up Costs Coverage	Clean-up Costs – Land And Water	\$50,000 Per Occurrence
		\$50,000 Aggregate
	Clean-up Costs – Auto	\$10,000 Per Occurrence
		\$10,000 Aggregate
		\$1000 Deductible

This Certificate of Insurance only provides evidence of insurance and does not amend, expand or alter any terms or conditions of the Policy.

Countersigned _____
 By: _____
 Authorized Representative

 Date

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

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

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

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

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

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

d. Workers' Compensation and Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

g. Aircraft, Auto or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. War

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

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

j. Damage to Property

"Property damage" to:

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

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

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

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

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

k. Damage to Your Product

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

l. Damage to Your Work

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

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

m. Damage to Impaired Property or Property Not Physically Injured

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

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

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

n. Recall of Products, Work or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

o. Personal and Advertising Injury

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

p. Electronic Data

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

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

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

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

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

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

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

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

- (1) The amount we will pay for damages is limited as described in Section III - Limits of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior to Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

g. Quality Of Performance Of Goods - Failure To Conform To Statements

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

h. Wrong Description Of Prices

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

i. Infringement Of Copyright Patent, Trademark or Trade Secret

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

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

j. Insureds In Media And Internet Type Businesses

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

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

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

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

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
 provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1)Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)Provides us with written authorization to:
 - (a)Obtain records and other information related to the "suit"; and
 - (b)Conduct and control the defense of the indemnitee in such "suit".

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

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

SECTION II - WHO IS AN INSURED

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

(2) "Property damage" to property:

- (a)** Owned, occupied or used by;
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c.** Any person or organization having proper temporary custody of your property if you die, but only:
 - (1)** With respect to liability arising out of the maintenance or use of that property; and
 - (2)** Until your legal representative has been appointed.
 - d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

- 1.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
- 2.** The General Aggregate Limit is the most we will pay for the sum of:

- a.** Medical expenses under Coverage **C**;
 - b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c.** Damages under Coverage **B**.
- 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4.** Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5.** Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- a.** Damages under Coverage **A**; and
 - b.** Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7.** Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

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

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

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

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

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

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

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

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

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

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

3. Legal Action Against Us

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

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

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

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

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

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

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

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

c. Method of Sharing

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

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web -sites, only that part of a web -site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

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

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work"; or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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

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

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

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

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

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

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

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;
 - d. Oral or written publication, in any matter, 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 matter, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress, or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

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

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

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

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

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

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

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

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

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

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

21. "Your product":

a. Means:

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

b. Includes:

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

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

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

b. Includes:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

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

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS, DISCLOSURE OR UNAUTHORIZED USE OF ELECTRONIC DATA

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE PART

Exclusion 2.h. of **Section I – Coverages – Damage To Electronic Data Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

h. Access, Disclosure Or Unauthorized Use Of Electronic Data

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)** Theft or unauthorized viewing, copying, use, corruption, manipulation or deletion, of "electronic data" by any Named Insured, past or present "employee", "temporary worker" or "volunteer worker" of the Named Insured.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

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 the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT BROAD FORM

This endorsement modifies insurance provided under the following:

ELECTRONIC DATA LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and 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 preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project on which you serve as construction manager; or
2. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager.

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 1. or 2.

This exclusion does not apply to "bodily injury" or "property damage" due to construction or demolition work done by you, your "employees" or your subcontractors.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
 2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the **Definitions** Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
 2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
 3. A reinforced or unreinforced base coat;
 4. A finish coat providing surface texture to which color may be added; and
 5. Any flashing, caulking or sealant used with the system for any purpose.

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.

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.

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

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

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 representatives 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

a. Under any Liability Coverage, to "bodily injury" or "property damage":

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

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

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

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

2. As used in this endorsement:

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

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

The following is added:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

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

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

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

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

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

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

"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.

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES-CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

A. Paragraph **A.1.** of the **Cancellation** Common Policy Condition is replaced by the following:

- 1.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:
 - a.** If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.
 - b.** If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1)** 10 days from the date of mailing or delivering our notice, or
- (2)** The effective date of cancellation stated in the first Named Insured's notice to us.

B. Paragraph **A.5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. Premium Refund

- a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b.** If we cancel, the refund will be pro rata, except as provided in **c.** below.
- c.** If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d.** If the first Named Insured cancels, the refund may be less than pro rata.
- e.** The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to the **Cancellation** Common Policy condition and supersedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph **D.** below, we will mail or deliver notice at least:

1. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
3. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

D. The following provisions apply to insurance covering residential real property only provided under the:

Capital Assets Program (Output Policy) Coverage Part;

Commercial Property Coverage Part;

Farm Coverage Part;

If the named insured is a natural person.

With respect to such insurance, the following is added to the **Cancellation** Common Policy Condition and supersedes any provisions to the contrary:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first Named Insured at least 10 days before the date cancellation takes effect.
2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium, whether payable to us or to our agent;
 - b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
 - c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
 - d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

We may cancel by providing notice to the first Named Insured at least:

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

45 days before the effective date of cancellation if we cancel for any of the reasons listed in **b.**, **c.** or **d.** above.



CLAIMS REPORTING PROCEDURES

All claims under this policy should be reported to Network Adjusters, Inc. and HUB (Arrow) Insurance as shown below

NOTICES TO INSURER
<p>Send Notice Of Claims By Email To:</p> <p>Network Adjusters, Inc. Email: networknewloss@networkadjusters.com</p> <p>Or By Mail To:</p> <p>Network Adjusters, Inc. 8055 E. Tufts Ave, Suite 600 Denver, CO 80237</p> <p>Phone: (877) 533-1211 Option 5 24 Hour Call Center Fax: (720) 529-9345</p> <p>AND</p> <p>HUB (Arrow) Insurance Email: calclaims@hubinternational.com</p>

To expedite the handling of your new claim, the following information must be provided when reporting a claim.

Program: **HUB Pool and Spa**

Policy Number: **AXRPG1100001-0**

Network Adjusters, Inc. will review all claim notices upon receipt and assign a claims adjuster. A claim acknowledgement will then be transmitted to the designated individuals advising of the Network Adjusters, Inc. claim number and name of adjuster assigned to the claim.



CALIFORNIA SHORT RATE CANCELLATION PENALTY DISCLOSURE

Please be advised that there may be a short rate cancellation penalty of up to 25% applied to your policy premium if you request cancellation of your policy prior to the expiration date.

Please refer to your policy for specific terms and conditions.



UAS: SAVE THIS IN YOUR SHARE DRIVE AND THEN DELETE ALL STATES THAT DO NOT APPLY

POLICYHOLDER NOTICE

ALABAMA

This contract is registered and delivered as a surplus line coverage under the Alabama Surplus Line Insurance Law.

This contract is required to be initialed by, or bear the name and license number of, the procuring Alabama surplus lines broker.

ALASKA

3 AAC 25.050

This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80.

This Policy is required to bear the name of the procuring Alaska surplus lines broker.

This policy is issued by a non-admitted or surplus lines insurer. Insurance may only be purchased from non-admitted insurers if the full amount, kind, or class of insurance cannot be obtained from insurers who are admitted to do business in the State of Alaska. Your broker or the surplus lines broker has determined that this was true on the date the policy was placed. Before issuing a renewal policy or extending this policy, remarketing is required. To avoid intentional or unintentional extension of coverage in the surplus lines market when an admitted market for that coverage exists, a non-admitted insurer is prohibited from the automatic renewal or extension of a policy without remarketing by your broker or the surplus lines broker.

In order to comply with the Alaska Administrative Code, the following notice is given:

You are hereby notified that, under 3 AAC 25.050, your policy will terminate effective no later than the date and time of its expiration. We reserve the right to cancel this policy sooner than the expiration date by giving you notice of cancellation as required in AS 21.36.220. You may request through your broker that a new policy from the surplus lines broker be concurrent with the effective date of the termination of this policy. You are also notified that a new policy, if issued by us, is subject to re-rating, which may result in a premium increase of more than ten percent (10%). As required by 3 AAC 25.050, you are hereby notified that any subsequent policy issued by us may be subject to a ten percent (10%) or more increase in premium. The actual premium will be based upon rates that apply at the time a subsequent policy, if any, is issued and will be made available to you before the effective date of the new policy, or the date subsequent coverage is bound, whichever occurs first.

ARIZONA

Pursuant to section 20-401.01, subsection B, paragraph 1, ARIZONA REVISED STATUTES, this policy is issued by an insurer that does not possess a certificate of authority from the director of the Arizona Department of Insurance and Financial Institutions. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to title 20, ARIZONA REVISED STATUTES.

ARKANSAS

This contract is registered and delivered as a surplus line coverage under the Surplus Lines Insurance Law, and it may in some respects be different from contracts issued by insurers in the admitted markets, and, accordingly, it may, depending upon the circumstances, be more or less favorable to an insured than a contract from an admitted



carrier might be. The protection of the Arkansas Property and Casualty Guaranty Act does not apply to this contract. A tax of four percent (4%) is required to be collected from the insured on all surplus lines premiums.

This contract is required to bear the name of the procuring Arkansas licensed surplus lines broker.

CALIFORNIA

1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.
2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.
3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.
4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER 1-800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEBSITE AT WWW.NAIC.ORG.
5. FOREIGN INSURER SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATES DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
6. FOR NON-UNITED STATES (ALIEN) INSURERS. THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.
8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BY BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

COLORADO

This contract is delivered as surplus line insurance under the Non-admitted Insurance Act. The insurer issuing this contract is not admitted in Colorado but is an eligible non-admitted insurer. There is no protection under the provisions of the Colorado Insurance Guaranty Association Act."

If your policy is written on a claims-made basis, the following applies:



This policy is a claims-made policy which provides liability coverage only if a claim is made during the policy Period or any applicable extended reporting Period.

This policy is issued by an insurance company that is not regulated by the Colorado Division of Insurance. The insurance company may not provide claims service and may not be subject to service of process in Colorado. If the insurance company becomes insolvent, insureds or claimants will not be eligible for protection under Colorado insurance law.

This contract is required to be initialed by, or bear the name of, the procuring Colorado surplus lines broker.

CONNECTICUT

THIS IS A SURPLUS LINES POLICY AND IS NOT PROTECTED BY THE CONNECTICUT INSURANCE GUARANTY ASSOCIATION OR SUBJECT TO REVIEW BY THE CONNECTICUT INSURANCE DEPARTMENT. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS POLICY.”

DELAWARE

This insurance contract is issued pursuant to the Delaware Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Delaware Insurance Department. This insurer does not participate in insurance guaranty funds created by state law. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.

This contract is required to be initialed by, or bear the name of, the procuring Delaware surplus lines broker.

FLORIDA

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

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

GEORGIA

This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5.

This contract is required to be initialed by, or bear the name of, the procuring Georgia surplus lines broker.

HAWAII

This insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii.

IDAHO

THIS SURPLUS LINE CONTRACT IS ISSUED PURSUANT TO THE IDAHO INSURANCE LAWS BY AN INSURER NOT LICENSED BY THE IDAHO DEPARTMENT OF INSURANCE. THERE IS NO COVERAGE PROVIDED FOR SURPLUS LINE INSURANCE BY EITHER THE IDAHO INSURANCE GUARANTY ASSOCIATION OR BY THE IDAHO LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION.



This surplus line contract is required to be initialed by, or bear the name of, the procuring Idaho surplus lines broker.

ILLINOIS

Notice to Policyholder: This contract is issued by a domestic surplus line insurer, as defined in Section 445a of the Illinois Insurance Code, pursuant to Section 445 of the Illinois Insurance Code, and as such is not covered by the Illinois Insurance Guaranty Fund.

IOWA

This policy is issued, pursuant to Iowa Code section 515.120, by a non-admitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association.

KANSAS

This policy is issued by an insurer not authorized to do business in Kansas and, as such, the form, financial condition and rates are not subject to review by the Commissioner of insurance and the insured is not protected by any guaranty fund.

KENTUCKY

This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available.

LOUISIANA

This insurance policy is delivered as a surplus line coverage under the Insurance Code of the State of Louisiana.

In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association or the Louisiana Life and Health Insurance Guaranty Association, which guarantees only specific policies issued by an insurance company authorized to do business in Louisiana.

This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:

<<Broker>>

<<BrokerStreetAddress>>

<<BrokerCityStateZip>>

MAINE

This insurance contract is issued pursuant to the Maine Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Maine Bureau of Insurance.

MARYLAND

This insurance is issued by a non-admitted insurer not under the jurisdiction of the Maryland Insurance Commissioner.

DISCLOSURE REGARDING SURPLUS LINES INSURANCE

Please read the following carefully before purchasing insurance from a surplus lines insurer:



This policy is issued by a surplus lines insurer that has been approved by the Maryland Insurance Administration to issue insurance policies in the surplus lines insurance market. Surplus lines insurers are not under the jurisdiction of the Maryland Insurance Administration and do not possess a certificate of authority to transact insurance business in the state of Maryland. Because surplus lines insurers are not under the jurisdiction of the Maryland Insurance Administration, your ability to seek assistance from the State if you have a problem with your insurance company is limited.

Property and Casualty Insurance Guaranty Corporation and Maryland Life and Health Insurance Guaranty Corporation provide funds that permit certain claimants or policyholders to receive payment of covered claims if their insurance company becomes insolvent (i.e., bankrupt) and is unable to pay the claims. However, this funds do not apply to surplus lines insurers, as a surplus lines insurer is not a member insurer of the Property and Casualty Insurance Guaranty Corporation. If a surplus lines insurer becomes insolvent (i.e. bankrupt), any claim that you have against the surplus lines insurer will not be covered by the funds administered by the Property and Casualty Insurance Guaranty Corporation and Maryland Life and Health Insurance Guaranty Corporation.

If you have any questions regarding this disclosure or surplus lines insurance, please contact the Maryland Insurance Administration at (410) 468-2340.

MASSACHUSETTS

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.

MICHIGAN

This insurance has been placed with an insurer that is not licensed by the state of Michigan. In case of insolvency, payment of claims may not be guaranteed.

MINNESOTA

THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

MISSISSIPPI

NOTE: This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi, but is authorized to do business in Mississippi as a non-admitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.

MISSOURI

This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the state of Missouri and is not subject to its supervision.

MONTANA

This policy is issued in an unauthorized insurer under The Surplus Lines Insurance Law, under surplus lines insurance producer license No. <<BrokerLicense>> and NOT covered by the property and casualty guaranty fund of this state if the unauthorized insurer becomes insolvent.



The surplus lines producer must properly fill in and sign the endorsement.

NEBRASKA

This policy is issued by a non-admitted insurer, and in the event of the insolvency of such insurer, this policy will not be covered by the Nebraska Property and Liability Insurance Guaranty Association.

NEVADA

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

NEW HAMPSHIRE

The company issuing this policy has not been licensed by the state of New Hampshire and the rates charged have not been approved by the commissioner of insurance. If the company issuing this policy becomes insolvent, the New Hampshire insurance guaranty fund shall not be liable for any claims made against the policy.

NEW JERSEY

This policy is written by a surplus lines insurer and is not subject to the filing or approval requirements of the New Jersey Department of Banking and Insurance. Such a policy may contain conditions, limitations, exclusions and different terms than a policy issued by an insurer granted a Certificate of Authority by the New Jersey Department of Banking and Insurance. The insurer has been approved by the Department as an eligible surplus lines insurer, but the policy is not covered by the New Jersey Insurance Guaranty Fund, and only a policy of medical malpractice liability insurance as defined in N.J.S.A. 17:30D-3d or a policy of property insurance covering owner-occupied dwellings of less than four dwelling units are covered by the New Jersey Surplus Lines Guaranty Fund.

NEW MEXICO

This policy provides surplus lines insurance by an insurer not otherwise authorized to transact business in New Mexico. This policy is not subject to supervision, review or approval by the superintendent of insurance. The insurance so provided is not within the protection of any guaranty fund law of New Mexico designed to protect the public in the event of the insurer's insolvency.

NEW YORK

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

NORTH CAROLINA

The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this Policy will not be paid by the State insurance guaranty or solvency fund.

This policy is required to bear the name of the procuring North Carolina licensed surplus lines licensee.

NORTH DAKOTA



1. An insurer that is not licensed in this state is issuing the insurance policy that you have applied to purchase. These companies are called “non-admitted” or “surplus lines” insurers.
2. The insurer is not subject to the financial solvency regulation and enforcement that applies to licensed insurers in this state.
3. These insurers generally do not participate in insurance guaranty funds created by state law. These guaranty funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.
4. Some states maintain lists of approved or eligible surplus lines insurers and surplus lines producers may use only insurers on the lists. Some states issue orders that particular surplus lines insurers cannot be used.
5. For additional information about the above matters and about the insurer, you should ask questions of your insurance producer or surplus lines producer. You may also contact your insurance department consumer help line.

OHIO

THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.

OKLAHOMA

This policy is not subject to the protection of any guaranty association in the event of liquidation or receivership of the insurer.

OREGON

This insurance was procured and developed under the Oregon surplus lines laws. It is NOT covered by the provisions of ORS 734.510 to 734.710 relating to the Oregon Insurance Guaranty Association. If the insurer issuing this insurance becomes insolvent, the Oregon Insurance Guaranty Association has no obligation to pay claims under this insurance.

PENNSYLVANIA

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Insurance Guaranty Association.

RHODE ISLAND

THIS INSURANCE CONTRACT HAS BEEN PLACED WITH AN INSURER NOT LICENSED TO DO BUSINESS IN THE STATE OF RHODE ISLAND BUT APPROVED AS A SURPLUS LINES INSURER. THE INSURER IS NOT A MEMBER OF THE RHODE ISLAND INSURERS INSOLVENCY FUND. SHOULD THE INSURER BECOME INSOLVENT, THE PROTECTION AND BENEFITS OF THE RHODE ISLAND INSURERS INSOLVENCY FUND ARE NOT AVAILABLE.

SOUTH CAROLINA

This company has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this State as an eligible surplus lines insurer, but it is not afforded guaranty fund protection.

SOUTH DAKOTA

THIS INSURANCE CONTRACT IS ISSUED BY A NON-ADMITTED INSURER WHICH IS NOT LICENSED BY NOR UNDER THE JURISDICTION OF THE SOUTH DAKOTA INSURANCE DIRECTOR.



TENNESSEE

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage pursuant to the Tennessee insurance statutes.

TEXAS

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

UTAH

The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah insurance commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, Chapter 28.

VERMONT

The company issuing this policy has not been licensed by the state of Vermont and the rates charged have not been approved by the commissioner of insurance. Any default on the part of the insurer is not covered by the Vermont Insurance Guaranty Association.

VIRGINIA

NOTICE TO INSURED

THE INSURANCE POLICY THAT YOU HAVE APPLIED FOR HAS BEEN PLACED WITH OR IS BEING OBTAINED FROM AN INSURER APPROVED BY THE STATE CORPORATION COMMISSION FOR ISSUANCE OF SURPLUS LINES INSURANCE IN THE COMMONWEALTH, BUT NOT LICENSED OR REGULATED BY THE STATE CORPORATION COMMISSION OF THE COMMONWEALTH OF VIRGINIA. THEREFORE YOU, THE POLICYHOLDER, AND PERSONS FILING A CLAIM AGAINST YOU ARE NOT PROTECTED UNDER THE VIRGINIA PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION ACT (ss 38.2-1600 et seq.) OF THE CODE OF VIRGINIA AGAINST DEFAULT OF THE COMPANY DUE TO INSOLVENCY. IN THE EVENT OF INSURANCE COMPANY INSOLVENCY YOU MAY BE UNABLE TO COLLECT ANY AMOUNT OWED TO YOU BY THE COMPANY REGARDLESS OF THE TERMS OF THIS INSURANCE POLICY, AND YOU MAY HAVE TO PAY FOR ANY CLAIMS MADE AGAINST YOU.

(Name of Surplus Lines Broker)

(License Number)

(Broker's Mailing Address)

WASHINGTON

This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48RCW. It is not protected by any Washington state guaranty association law.

WEST VIRGINIA



THIS COMPANY IS NOT LICENSED TO DO BUSINESS IN WEST VIRGINIA AND IS NOT SUBJECT TO THE WEST VIRGINIA INSURANCE GUARANTY ACT.

WISCONSIN

This insurance contract is with an insurer which has not obtained a certificate of authority to transact regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus line coverage pursuant to s. 618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3% tax on gross premium.

WYOMING

insurance contract is issued pursuant to the Wyoming Non-admitted Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Wyoming Insurance Department. In the event of insolvency of the surplus lines insurer, losses will not be paid by the Wyoming Insurance Guaranty Association or the Wyoming Life and Health Guarantee Association.



SERVICE OF SUIT

ALABAMA

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

ALASKA

All lawful process may be served in any action, suit or proceeding instituted in Alaska by or on behalf of any Insured or beneficiary under this Policy against the Company arising out of this Policy, upon the Alaska Director of Insurance. Upon receipt by the Alaska Director of Insurance, said process, suit, complaint or summons shall be sent to the Corporation Service Company, the Company's designee for service of process, at the following address via certified or registered mail:

INSURER'S ADMINISTRATIVE OFFICE ADDRESS:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

INSURER'S AK RESIDENT AGENT FOR SERVICE OF PROCESS:

Corporation Service Company

9360 Glacier Highway

Suite 202

Juneau, AK 99801

ARIZONA

The Company hereby appoints the Arizona Director of Insurance and Financial Institutions (with offices currently located at 100 North 15th Avenue, Suite 261, Phoenix, Arizona 85007-2630) and his successor(s) in office as the true and lawful attorney of the Company in and for Arizona, upon whom all lawful process may be served in any action, suit or proceeding instituted in Arizona by or on behalf of any Insured or beneficiary under this Policy against the Company arising out of this Policy, provided that a copy of any process, suit, complaint or summons is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.



**Suite 200
Alpharetta, GA 30009**

ARKANSAS

The Company hereby designates the Commissioner of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Commissioner of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

**AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009**

Additionally, any person within the state of Arkansas soliciting insurance, issuing or delivering policies or collecting premiums on behalf of the Company may also receive service of process, provided that all lawful process received by said person is sent by certified or registered mail to the Company at the above address.

CALIFORNIA

All lawful process may be served in any action, suit or proceeding instituted in California by or on behalf of any Insured or beneficiary under this Policy against the Company arising out of this Policy, upon the Company's registered agent at the following address:

**Ms. Melissa DeKoven
Corporation Service Company
2710 Gateway Oaks Drive #150N
Sacramento, CA 95833**

In the event the Commissioner of Insurance of the state of California receives service of process on behalf of the Company, said service shall be forwarded to the Company at:

**AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009**

COLORADO

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:



AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

CONNECTICUT

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

DELAWARE

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

DISTRICT OF COLUMBIA

All lawful process may be served in any action, suit or proceeding instituted in the District of Columbia by or on behalf of any Insured or beneficiary under this Policy against the Company arising out of this Policy upon the Company's registered agent at the following address:

Corporation Service Company

1090 Vermont Avenue, NW

Washington, DC 20005

FLORIDA



The Company hereby designates the Chief Financial Officer of the Florida Office of Financial Regulation and his or her successors, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Chief Financial Officer or his or her successors, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009

Service of process in any such action will also be valid if served upon any person in the State of Florida who, on behalf of the Company, solicits insurance within the State of Florida; makes, issues or delivers insurance policies within the State of Florida; or collects or receives any premiums or other consideration for the Company.

Service of process shall be deemed to be proper and lawful when in compliance with Florida Statutes, Surplus Lines Law, Section 626.907.

GEORGIA

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009

HAWAII

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009



IDAHO

The Company hereby designates the Insurance Director and his or her successors, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Insurance Director or his or her successors, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd., Suite 200
Alpharetta, GA 30009

Service of process in any such action will also be valid if served upon any person in the State of Idaho who, on behalf of the Company, solicits insurance within the State of Idaho; makes, issues or delivers insurance policies within the State of Idaho; or collects or receives any premiums or other consideration for the Company.

ILLINOIS

The Company hereby appoints the Illinois Director of Insurance (with offices currently located at 320 West Washington Street, 4th Floor, Springfield, IL 62767-0001) and his successor(s) in office as the true and lawful attorney of the Company in and for Illinois, upon whom all lawful process may be served in any action, suit or proceeding instituted in Illinois by or on behalf of any Insured or beneficiary under this Policy against the Company arising out of this Policy. Pursuant to 215 ILCS 5/445, the Director, at his or her option, is authorized to forward a copy of the process to the Surplus Line Association of Illinois for delivery to the Company, or the Director may deliver the process to the Company's below designee for service of process by other means which he/she considers to be reasonably prompt and certain:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009

Pursuant to 50 IL Adm. Code 2801.110, service of process relating to any surplus line insurance which the Surplus Line Association receives from the Illinois Director of Insurance shall be delivered to the surplus line producer for delivery to the Company. The surplus lines producer shall promptly forward any such process by the fastest, most reliable means to the Company's above named designee for service of process.

INDIANA

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.



**Suite 200
Alpharetta, GA 30009**

IOWA

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

**AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009**

KANSAS

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

**AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009**

KENTUCKY

The Company hereby designates the Secretary of State of Kentucky, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Secretary of State of Kentucky, or his/her designee, is sent by registered mail with return receipt requested to the Company at:

**AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009**



Service of process in any such action will also be valid if served upon any person in the State of Kentucky who, on behalf of the Company, solicits insurance within the State of Kentucky; makes, issues or delivers insurance policies within the State of Kentucky; or collects or receives any premiums or other consideration for the Company.

LOUISIANA

The Company hereby designates the Secretary of State of Louisiana, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Secretary of State of Louisiana, or his/her designee, is sent by registered mail with return receipt requested to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

MAINE

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

MARYLAND

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009



MASSACHUSETTS

The Company hereby designates the Insurance Commissioner and his or her successors, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Insurance Commissioner or his or her successors, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Alpharetta, GA 30009

Service of process in any such action will also be valid if served upon any person in the Commonwealth of Massachusetts who, on behalf of the Company, solicits insurance within the Commonwealth of Massachusetts; makes, issues or delivers insurance policies within the Commonwealth of Massachusetts; or collects or receives any premiums or other consideration for the Company.

MICHIGAN

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

MINNESOTA

The Company hereby designates the Commissioner of Insurance and his or her successors, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Commissioner of Insurance or his or her successors, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd., Suite 200

Alpharetta, GA 30009

Service of process in any such action will also be valid if served upon any person in the State of Minnesota who, on behalf of the Company, solicits insurance within the State of Minnesota; makes, issues or delivers insurance policies within the State of Minnesota; or collects or receives any premiums or other consideration for the Company.



MISSISSIPPI

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

MISSOURI

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

MONTANA

All lawful process may be served in any action, suit or proceeding instituted in Montana by or on behalf of any Insured or beneficiary under this Policy against the Company arising out of this Policy, upon the Company's registered agent at the following address:

Corporation Service Company

26 West 6th Avenue, P.O. Box 1691

Helena, MT 59624-1691

In the event the Commissioner of Insurance in the state of Montana receives service of process on behalf of the Company, said service shall be forwarded to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009



NEBRASKA

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

NEVADA

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

NEW HAMPSHIRE

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

NEW JERSEY

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or



on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

NEW MEXICO

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

NEW YORK

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

NORTH CAROLINA

The Company hereby designates the Commissioner of Insurance or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy. Service of such process may be made by a sheriff or by any other person by delivering and leaving a copy of the process in the Office of the Commissioner with a deputy or other person appointed by the Commissioner to receive such process. In the alternative, acceptance of service of the process may be made by the Commissioner or his/her designee. Service of suit may also be made by mailing a copy



of the summons and of the complaint, via registered or certified mail, return receipt requested, addressed to the Commissioner. In order to have valid service of process, the party obtaining such service shall pay to the Commissioner a fee of ten dollars (\$10.00) at the time of such service, which the party shall recover as a taxable cost if he/she prevails in the action.

All lawful process received by said Commissioner or his/her designee, shall be sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009

NORTH DAKOTA

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009

OHIO

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009

OKLAHOMA

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding, other than a



subpoena, instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009

OREGON

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009

PENNSYLVANIA

It is agreed that in the event of the failure of the Insurer providing coverage under this Policy to pay any amount claimed to be due hereunder, the Insurer, at the request of the Insured will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such court jurisdiction, and all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that in any such action instituted against any one of them upon this Policy, the Insurer will abide by the final decision of such court or of any appellate court in the event of an appeal.

Service of process shall be made pursuant to the procedures provided by 42 Pa. C.S. Ch. 53 Subch. B (relating to interstate and international procedure). When making service of process by mail, such process shall be mailed to:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009

The above named is authorized and directed to accept service of process on behalf of the Insured.

Further, pursuant to any statute of any state, territory or district of the United States, which makes provisions therefore, the Insurer hereby designates the Commissioner of Insurance of the state of Pennsylvania, or his or her successor or successors in office, as the true and lawful attorney upon whom any lawful process may be served in any action, suit or



proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this Policy and hereby designates the above-named as the person on whom such process or a true copy thereof shall be served.

PUERTO RICO

All lawful process may be served in any action, suit or proceeding instituted in Puerto Rico by or on behalf of any Insured or beneficiary under this Policy against the Company arising out of this Policy, upon the Puerto Rico Commissioner. Upon receipt by the Puerto Rico Commissioner, said process, suit, complaint or summons shall be sent to the following address via certified or registered mail:

AXIS Surplus Insurance Company

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

RHODE ISLAND

The Company hereby designates Richard P. D'Amico, Jr., c/o Corporation Service Company, 222 Jefferson Boulevard, Suite 200, Warwick, RI 02888, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Richard P. D'Amico, Jr., c/o Corporation Service Company is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

SOUTH CAROLINA

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

SOUTH DAKOTA



The Company hereby designates the Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009

Additionally, any person within the state of South Dakota soliciting insurance, issuing or delivering policies or collecting premiums on behalf of the Company may also receive service of process, provided that all lawful process received by said person is sent by certified or registered mail to the Company at the above address.

TENNESSEE

The Company hereby designates the Commissioner of Insurance and his or her successors, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Commissioner of Insurance or his or her successors, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd., Suite 200
Alpharetta, GA 30009

Service of process in any such action will also be valid if served upon any person in the State of Tennessee who, on behalf of the Company, solicits insurance within the State of Tennessee; makes, issues or delivers insurance policies within the State of Tennessee; or collects or receives any premiums or other consideration for the Company, provided that all lawful process received by said person is sent by certified or registered mail to the Company at the above address.

TEXAS

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009

UTAH



The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009

VERMONT

The Company hereby appoints the Secretary of State and his successor or successors in office, to be, its true and lawful attorney upon whom may be served all lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Secretary of State or Commissioner of Insurance or his successor or successors in office, is sent by certified or registered mail to Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd., Suite 200
Alpharetta, GA 30009

Service of process in any such action will also be valid if served upon any person in the State of Vermont who, on behalf of the Company, solicits insurance within the State of Vermont; makes, issues or delivers insurance policies within the State of Vermont; or collects or receives any premiums or other consideration for the Company, provided that all lawful process received by said person is sent by certified or registered mail to the Company at the above address.

VIRGINIA

The Company hereby designates the Clerk of the Commissioner of Insurance and his or her successors, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Clerk of the Commissioner of Insurance or his or her successors, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attn: Claims Administrator
10000 Avalon Blvd., Suite 200
Alpharetta, GA 30009

Service of process in any such action will also be valid if served upon any person in the Commonwealth of Virginia who, on behalf of the Company, solicits insurance within the Commonwealth of Virginia; makes, issues or delivers insurance policies within the Commonwealth of Virginia; or collects or receives any premiums or other consideration for the Company, provided that all lawful process received by said person is sent by certified or registered mail to the Company at the above address.



WASHINGTON

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

WEST VIRGINIA

The Company hereby designates the Secretary of State and his or her successors, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Secretary of State or his or her successors, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd., Suite 200

Alpharetta, GA 30009

Service of process in any such action will also be valid if served upon any person in the State of West Virginia who, on behalf of the Company, solicits insurance within the State of West Virginia; makes, issues or delivers insurance policies within the State of West Virginia; or collects or receives any premiums or other consideration for the Company, provided that all lawful process received by said person is sent by certified or registered mail to the Company at the above address.

WISCONSIN

The Company hereby designates the Commissioner of Insurance and the Department of Financial Institutions, or their respective designees, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that said lawful process received by the Commissioner of Insurance or the Department of Financial Institutions, or their respective designees, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

WYOMING



The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:22

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009



TEXAS POLICYHOLDER NOTICE

Have a complaint or need help?

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

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

AXIS Insurance

To get information or file a complaint with your insurance company:

Call: Consumer Complaints Manager at 1-866-259-5435

Toll-free: 1-866-259-5435

Email: ShdMbx-ConsumerComplaints@axiscapital.com

Mail: 10000 Avalon Way, Suite 200, Alpharetta, GA 30009

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



POLICYHOLDER NOTICE ECONOMIC AND TRADE SANCTIONS

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the Office of Foreign Assets Control (OFAC).

THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) OF THE US DEPARTMENT OF THE TREASURY ADMINISTERS AND ENFORCES ECONOMIC AND TRADE SANCTIONS BASED ON US FOREIGN POLICY AND NATIONAL SECURITY GOALS AGAINST TARGETED FOREIGN COUNTRIES AND REGIMES, TERRORISTS, INTERNATIONAL NARCOTICS TRAFFICKERS, THOSE ENGAGED IN ACTIVITIES RELATED TO THE PROLIFERATION OF WEAPONS OF MASS DESTRUCTION, AND OTHER THREATS TO THE NATIONAL SECURITY, FOREIGN POLICY OR ECONOMY OF THE UNITED STATES.

WHENEVER COVERAGE PROVIDED BY THIS POLICY WOULD BE IN VIOLATION OF ANY U.S. ECONOMIC OR TRADE SANCTIONS, SUCH COVERAGE SHALL BE NULL AND VOID.

For more information, please refer to: <https://www.treasury.gov/resource-center/sanctions/pages/default.aspx>

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PRIVACY NOTICE

AXIS values its relationship with you. Protecting the privacy of personal information we have about you is of great importance to us. We want you to understand how we protect the confidentiality of that personal information about you as well as how and why we use and disclose it. The following provides details of our practices and procedures for protecting the security of nonpublic personal information about you both while you are our customer and when you are no longer our customer.

For additional information about the collection and use of your personal information, please review our Privacy Notice <https://www.axiscapital.com/who-we-are/privacy-notice>.

Information We Collect

The information we collect about you will vary depending on the type of product or service you seek or purchase, and may include:

- Personal Information we receive from you, such as your name, address, age, phone number, social security number, personal assets, personal income, or beneficiaries;
- Information about your transactions with us, with our affiliates, or with others, such as your policy coverage, premium, payment history, motor vehicle records; and
- Personal Information we receive from a consumer reporting agency, such as your credit history.

Information We Disclose

We do not disclose any personal information about you to anyone except as is necessary in order to provide our products or services to you or otherwise as we are required or permitted by law.

We may disclose any of the personal information that we collect to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

Your Right to Verify the Accuracy of Personal Information We Collect

Keeping your personal information accurate and up to date is important to us. You may see and correct personal information about you that we collect except for personal information relating to a claim or a criminal or civil proceeding.

Confidentiality and Security

We restrict access to personal information about you to our employees, our affiliates' employees, or others who need to know that personal information to service your account. We maintain physical, electronic, and procedural safeguards to protect your personal information.

Contacting Us

If you have any questions about this privacy statement or would like to learn more about how we protect your privacy, please write to us at AXIS, 10000 Avalon Blvd. Suite 200, Alpharetta, GA 30009.



STATE FRAUD STATEMENT

ALABAMA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison or any combination thereof.

ARKANSAS

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KANSAS

A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

LOUISIANA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison

MAINE

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NEW YORK

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- A. The misinformation is material to the content of the policy
- B. We relied upon the misinformation; and
- C. The information was either:
 - 1. Material to the risk assumed by us; or
 - 2. Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests.

With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional.

Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

PENNSYLVANIA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PUERTO RICO

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.



RHODE ISLAND

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

TENNESSEE

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

VERMONT

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

VIRGINIA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

WEST VIRGINIA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



SIGNATURE PAGE

IN WITNESS WHEREOF, the Insurer has caused this policy to be issued by affixing hereto the facsimile signatures of its President and Secretary.

A handwritten signature in black ink, appearing to read "Andrew Weissert".

Secretary

Andrew Weissert, Secretary

A handwritten signature in black ink, appearing to read "Carlton W. Maner".

President

Carlton Maner, President