CAProtect

CERTIFICATE OF COVERAGE
EXCESS LIABILITY POLICY

Ascot Insurance Company	Starfish Shield,Inc.
55 W. 46th Street, 26th Floor New York, NY 10036	200 Continental Drive, Suite 401 Newark, DE 19713
(The "Company")	(The "Purchasing Group")

INSURANCE EVIDENCED BY THIS CERTIFICATE OF COVERAGE IS SUBJECT TO AND GOVERNED BY THE MASTER POLICY DESIGNATED BELOW AND ISSUED TO THE PURCHASING GROUP. COVERAGE IS ONLY PROVIDED ON AN EXCESS BASIS PURSUANT TO THE TERMS, EXCLUSIONS, AND CONDITIONS OF THE MASTER POLICY, AND ONLY WITH RESPECT TO RISKS INSURED BY UNDERLYING INSURANCE ISSUED TO THE CERTIFICATE HOLDER DESIGNATED BELOW, WHICH MEETS OR EXCEEDS THE REQUIREMENTS STATED IN THE MINIMUM REQUIREMENTS FOR UNDERLYING INSURANCE ENDORSEMENT ATTACHED.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

In consideration of the premium charged and the representations and warranties made by the Certificate Holder designated below and the Purchasing Group, the Company agrees to provide the insurance stated in this Certificate of Coverage and all forms and endorsements identified in the attached Forms and Endorsements Schedule (the "Policy").

Certificate Number:	Master Policy Number:
SFU00000666	SFMASU00001-01

Item 1. Certificate Holder and Risk Address
CAProtect Excess Sample
15421 S Tamiami Trail
Fort Myers, FL 33908

Item 2. Policy Period
From: 09/01/2024 To: 09/01/2025
(12:01 A.M. Local Standard Time at the address of the Certificate Holder stated in Item 1.)

Item 3. Limits of Insurance

A.	Each Occurrence/ Each Claim Limit of Insurance	$ 5,000,000
B.	Aggregate Limit of Insurance	$ 5,000,000
C.	Products Completed Operations Aggregate Limit of Insurance	$ 5,000,000
D.	Self-Insured Retention	$0

Item 4. Crisis Response Coverage Aggregate Limit $ 300,000

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Item 5. Premium

A.	**Total Policy Premium (Non-Auditable)**	$ 2,727
B.	Minimum Earned Premium	$ 477
D.	TRIA Premium	$ 27
E.	Applicable Fees and Surcharges	$ 35

Item 6. Notice to Insurer

1. Notice of Claim or Circumstance:
   Attention: Claims Department
   Email: USClaims@AscotGroup.com
   Claims Reporting tel.: <1-833-454-3023>
2. All Other Notices:
   Ascot Insurance Company
   55 W. 46th Street, 26th Floor
   New York, NY 10036

Item 7. Producer
Starfish Testing Account
123 Street
New York, NY 11221

Item 8. Endorsements Forming Part of the Policy at Issuance:
See attached Forms and Endorsements Schedule.

Date: 08/08/2024

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Certificate Holder Notice

THIS INSURANCE IS PROVIDED THROUGH THE PURCHASING GROUP:
Starfish Shield,Inc.

A "CERTIFICATE OF COVERAGE" IS ISSUED TO EACH MEMBER OF THE PURCHASING GROUP AS EVIDENCE OF INSURANCE. PLEASE REFER TO THE CERTIFICATE OF COVERAGE FOR THE APPLICABLE LIMIT OF LIABILITY, PARTICIPATING INSURERS, COVERAGE PERIOD, AND ADDITIONAL TERMS, CONDITIONS AND EXCLUSIONS THAT MAY APPLY.

THIS SECTION HIGHLIGHTS THE UNDERLYING INSURANCE REQUIREMENTS PLEASE READ IT CAREFULLY

By paying for and accepting insurance through the Purchasing Group, the member purchasing coverage (the "Member") represents that, at the time the "certificate of insurance" is paid for and accepted, the Member has insurance that meets the Underlying Insurance Requirements and the Member satisfies the Risk Eligibility Requirements, Life Safety Requirements, and Risk Transfer Requirements stated below. The Member further warrants that during the "policy period" the Member will maintain insurance that meets the Underlying Insurance Requirements and will continue to satisfy the Risk Eligibility Requirements and Risk Transfer Requirements.

If the stated requirements are not met at the time of the payment for and acceptance of the "certificate of insurance," or if the Member fails to continue to meet the requirements during the "policy period," this insurance is null and void. In this case, the "certificate of coverage" must be returned to us in conjunction with an updated application for review and consideration.

Please contact your Agent/Broker with any questions or to make any changes.

UNDERLYING INSURANCE REQUIREMENTS

The Member represents that it is a named insured on a policy or policies that meet or exceed the following requirements. The Member further warrants that it will maintain such insurance during the "policy period" and that any renewal or replacement of such policy or policies will meet or exceed the following requirements.

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Type of Insurance	Insurer Requirements	Minimum Limits of Liability and Required Terms
Commercial General Liability	A.M. Best rating of A-VII or better	$1,000,000 Each Occurrence $1,000,000 Personal & Advertising Injury INCLUDED Products/Completed Operations Aggregate $2,000,000 General Aggregate Supplementary payments, including defense costs, must be in addition to, and not reduce, the above limits of liability.
Auto Liability	A.M. Best rating of A-VII or better	$1,000,000 Combined Single Limit Per Individual Schedule Automobile Symbols Supplementary payments, including defense costs, must be in addition to, and not reduce, the above limits of liability.
Employee Benefits Liability	A.M. Best rating of A-VII or better	$1,000,000 Each Claim/Occurrence $1,000,000 Aggregate Supplementary payments, including defense costs, must be in addition to, and not reduce, the above limits of liability.
Employers Liability	A.M. Best rating of B++VI or better; Coverage written with a certified state fund; or Insurer expressly approved by Starfish Shield, Inc.	$500,000 Each Accident $500,000 Each Employee – Disease $500,000 Policy Limit – Disease Supplementary payments, including defense costs, must be in addition to, and not reduce, the above limits of liability.
Garagekeepers Legal Liability	A.M. Best rating of A-VII or better	$1,000,000 Each Loss Supplementary payments, including defense costs, must be in addition to, and not reduce, the above limits of liability.
Directors & Officers Liability –Not for Profit Community Associations only	A.M. Best rating of A-VII or better	$1,000,000 Each Claim $1,000,000 Aggregate if supplementary payments, including defense costs, are in addition to, and do not reduce, the limits of liability. In this event, defense costs must be subject to a limit of not less than $1,000,000 Each Claim / $1,000,000 Aggregate. or $2,000,000 Each Claim $2,000,000 Aggregate if supplementary payments, including defense costs are within, and reduce, the limits of liability. Endorsement form Directors & Officers Liability on a Commercial General Liability policy is eligible only if the Directors & Officers coverage has its own separate and unimpeded limit. Directors & Officers Liability coverage must include duty to defend wording.

Insurance that does not meet these requirements will not be considered "underlying insurance" and no coverage with respect to such insurance will be provided by this Policy.

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RISK ELIGIBILITY REQUIREMENTS

The Member represents that the buildings, exposures, and amenities it seeks to cover **do not involve** any of the following characteristics. The Member further warrants that during the "policy period" it will not acquire any buildings, exposures, or amenities that involve the following characteristics.

- Associations with home occupancy rates (completed) below 75% unless the building is less than a year old.
- Associations that provide leasing, renting, hospitality, or managing services to units or unit owners (includes short-term vacation rentals or "hoteling" of units/homes).
- Associations that provide assisted living services including but not limited to medical & transportation.
- Associations that provide transportation/valet services to their members (includes third party operators).
- Associations that serve alcohol beyond "host" liquor exposure.
- **Residential buildings older than 25 years that have not had updates** to building systems including, but not limited to, plumbing, electrical, and HVAC systems.
- Associations with any one building **over 40 stories** in height.
- Associations with **aluminum wiring** unless all connections have been repaired by a licensed electrician using either copper pig tailing with a COPALUM/Alumni Conn connector device, or all outlets and switches have been replaced with a CO/ALR device.
- Associations with any **drivers under the age of 23.**
- Associations that rent their **common areas to the public**.
- Associations that allow **renters younger than the age of 25**, except in the following states:
CA, CT, DE, DC, HI, IL MA, MI, MS, MT, NH, NY, ND, OK, PA, RI, VT, VA, WI.
- Association rentals that **exceed 50% of the total completed units** at any one given time.
- Associations with **armed security** directly or through a third party operator.
- Properties that have experienced **any one of the following types of claims or incidents in the last five years:**
    - Rape, Murder, Shooting or Stabbing.
    - Conditions of livability including but not limited to vermin, collapse, infestations, mold/fungus, code compliance.
    - Class action lawsuits.
    - Construction defect or structural integrity issues.
    - Drug or gang related claims.
    - Drowning.

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LIFE SAFETY REQUIREMENTS

Any Member that is a multi-family living association (e.g., Condominiums & Cooperatives) represents that all insured buildings comply with the following life safety requirements, and warrants that it will maintain such requirements through the entirety of the "policy period."

	Smoke Detectors	Egress	Emergency Lighting & Illuminated Exit Signs	Fire Evacuation Instruction	Sprinklers	Other
Low Rise (Small) 1-6 Stories and <=18 Units	Required (with regular testing)	N/A	N/A	N/A	Frame construction buildings that are greater than or equal to 4 stories must be fully sprinklered	N/A
Low Rise (medium) 1-6 Stories and >18 Units	Required (with regular testing)	Two means of Egress on all floors	N/A	N/A	Frame construction buildings that are greater than or equal to 4 stories must be fully sprinklered	N/A
Mid Rise 7-20 Stories	Required (must be hardwired with regular testing)	Two means of Egress on all floors	Both Required	Guidelines posted all floors	Fully Sprinklered Required	N/A
High Rise 21+ Stories	Required (must be hardwired with regular testing)	Two means of Egress on all floors	Both Required	Guidelines posted all floors	Fully Sprinklered Required	Central Station Fire Alarm Monitoring

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THIS PARTICIPATION AGREEMENT AND DISCLOSURE STATEMENT MUST BE PROVIDED BY YOU TO THE INSURED PRIOR TO BINDING ANY COVERAGE.

PARTICIPATION AGREEMENT AND DISCLOSURE STATEMENT

Starfish Shield,Inc. ("Purchasing Group") is a purchasing group as defined in the federal Risk Retention Act Amendments of 1986, and is organized under the laws of the state of Delaware. The Purchasing Group, through authorized brokers, is authorized to purchase insurance for its members (real estate property owners, managers and other controlling interests). The broker purchases master policies of insurance on behalf of the Purchasing Group and its members. The cost of obtaining these policies includes premiums, commissions paid to agents or brokers, fees to third-party claims adjusters and claims payment services, and general administration fees and expenses, including fees paid to the Purchasing Group Manager, which performs various services, including clerical, accounting and statistical services. Purchasing Group's officers or designees may at their discretion allocate such costs associated with obtaining and administering these policies among the members of the Purchasing Group. For example, because some insurers charge a "flat premium" per Member for covering all Purchasing Group Members, in years where the Program either attracts more members than originally budgeted, or for other reasons, the Program can receive "excess premium." In other years, the Program may attract fewer members than budgeted, in which case there may be a deficit, that will have to be made up by the Purchasing Group. Accordingly, the Purchasing Group Officers or their designees must be authorized to retain any "excess premium" to be used to pay a shortfall in another Program Year, or to allocate some of the excess premium to reduce the total premium cost for Members in a particular Program Year, all at the discretion of the Purchasing Group's Officers or their designees. At no time will any excess premium be used to personally benefit any Purchasing Group Officer or their family or affiliates. All such premiums, commission, fees and expenses are non-auditable.

By accepting the insurance offered in the Proposal or Certificate, incorporated with this document by reference, the individuals and/or entity(s) identified in the "Named Insured" schedule (hereafter, "Member") becomes a Member of Purchasing Group and agrees to participate in the insurance program offered by Purchasing Group through its authorized insurance broker.

Member hereby acknowledges that the cost to Purchasing Group for securing the insurance policies on behalf of its members includes the premiums, commissions, and the administrative and management fees and expenses referred to above ("Program Costs"). Member (i) understands that the quoted amount payable by the Member includes its share of these Program Costs, as allocated by Purchasing Group's officers or designees, and (ii) agrees to pay its share of these Program Costs, stated in the quotation or invoice, as a condition of membership in the Purchasing Group. Member further acknowledges that the Program Costs may also include taxes and fees assessed by applicable states.
As a member of Purchasing Group, Member shall be entitled to participate in the insurance program offered by Purchasing Group, through its authorized broker, and shall have an opportunity with all other members to apply for and purchase insurance coverages offered on behalf of Purchasing Group. Except as otherwise specified in this document, Member-shall have no rights regarding the general governance of Purchasing Group and shall not have or succeed to any voting rights with respect to the corporate affairs of Purchasing Group.

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MASTER POLICY DECLARATIONS
EXCESS LIABILITY POLICY

Ascot Insurance Company

55 W. 46th Street, 26th Floor
New York, NY 10036

(The "Company")

The following notice applies when the underlying policy provides coverage on a claims-made basis:

THIS POLICY PROVIDES COVERAGE ON A CLAIMS-MADE BASIS.

This means that only claims actually made DURING the policy period are covered unless coverage for an extended reporting period is purchased. If an extended reporting period is NOT made available to you, you risk having gaps in coverage when switching from one company to another. Moreover, even if such a reporting period is made available to you, you may still be personally liable for claims reported after the period expires. Claims-made policies do NOT provide coverage for wrongful acts committed before a fixed retroactive date.

In consideration of the premium charged and the representations and warranties made by the Named Insured identified below, the Company agrees to provide insurance to designated members of the Named Insured issued separate Certificates of Insurance, subject to the terms, exclusions, and conditions of the Master Policy described here and the applicable Certificate of Insurance.

Policy Number:	Renewal of:
SFMASU00001-01	SFMASU00001-00

Item 1. Named Insured and Address
Starfish Shield, Inc.
200 Continental Drive
Suite 401
Newark, DE 19713

Item 2. Policy Period
From: 12/01/2023 To: 12/01/2025
(12:01 A.M. Local Standard Time at the address of the Named Insured stated in Item 1.)

Item 3. Limits of Insurance

A.	Each Occurrence/ Each Claim Limit of Insurance	See Certificate of Coverage
B.	Aggregate Limit of Insurance	See Certificate of Coverage
C.	Products Completed Operations Aggregate Limit of Insurance	See Certificate of Coverage
D.	Self-Insured Retention	$0

Item 4. Crisis Response Coverage Aggregate Limit of Insurance $ 300,000

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Item 5. Premium

A.	**Total Policy Premium (Non-Auditable)**	$ See Certificate of Coverage
B.	Minimum Earned Premium	$ See Certificate of Coverage
C.	TRIA Premium	$ See Certificate of Coverage
D.	Applicable Fees and Surcharges	$ See Certificate of Coverage

Item 6. Notice to Insurer

1. Notice of Claim or Circumstance:
   Attention: Claims Department
   Email: USClaims@AscotGroup.com
   Claims Reporting tel.: 1-833-454-3023
2. All Other Notices:
   Ascot Insurance Company
   55 W. 46th Street, 26th Floor
   New York, NY 10036

Item 7. Producer

Starfish Specialty Insurance Services, LLC.
200 Continental Drive
Suite 401
Newark, DE 19713

Item 8. Endorsements Forming Part of the Policy at Issuance:
See attached Forms and Endorsements Schedule.

Date: 08/08/2024

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Underwritten by: **Ascot Insurance Company**
Administrative Office: 55 West 46th Street, 26th Floor • New York, New York • 100361-646-356-8101 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.

Jeff A. Sipos
Corporate Secretary

Matthew C. Kramer
Chief Executive Officer

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Community Association
Excess Liability Insurance
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An index to the important provisions of your policy is provided below.

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Certificate Holder: CAProtect Excess Sample

Effective Date: 09/01/2024

Certificate Number: SFU00000666

Master Policy Number: SFMASU00001-01

FORMS SCHEDULE

It is understood and agreed that the following forms and endorsements are attached to and are a part of the Policy:

Form Number and Edition	Form Description
CAPXS-D0002-0822-00	Certificate Of Coverage
CAPXS-N0001-0822-00	Certificate Holder Notice
CAPXS-D0001-0822-00	Master Policy Declarations
CAPXS-D0003-0822-00	Signature Page
CAPXS-D0004-0922-00	Florida Table of Contents
CAPXS-E0003-0822-00	Forms Schedule
CAPXS-P0001-0822-00	Excess Liability Insurance
CAPXS-E0004-0822-00	Minimum Underlying Insurance Requirements
CAPXS-E0008-0822-00	Contractors Limitation Exclusions Endorsement
CAPXS-N0002-0822-00	Disclosure Persuant To Terrorism Risk Insurance Act
CAPXS-N0003-0822-00	U.S. Treasury Department Office Of Foreign Assets Control ("OFAC")
CAPXS-E0009-1122-00	Absolute Pollution Exclusion Endorsement (Hostile Fire Carveback)
CAPXS-E0016-0423-00	Outside Defense Payment Sublimit Endorsement
CAPXS-E0011-0922-FL	Florida Uninsured Motorists Coverage
CAPXS-E0009-0922-FL	Florida Amendatory Endorsement
CAPXS-E0010-0922-00	Countersignature Endorsement

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Community Association

Excess Liability Insurance

There are provisions in this Policy that restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the "certificate holder." The words "we," "us," and "our" refer to the Company providing this insurance. The words named insured or first named insured refer to the "policyholder" shown as the named insured in the Master Policy Declarations. Because the Policy provides coverage to the "certificate holder," the named insured, First named insured, and "policyholder" do not qualify as insureds. Words and phrases that appear in quotation marks have special meanings that can be found in VII. Definitions or in the specific Policy provision where those words appear.

The Policy consists of the "certificate of coverage" and all forms and endorsements shown on the "certificate of coverage."

In consideration of the payment of the premium and in reliance upon the statements in the application for coverage, we agree to provide coverage as follows:

I. Insuring Agreements:

We will pay on behalf of the "insured" the following sums in excess of the "retained limit" and up to the applicable limit of insurance described in Section III. Limits of Insurance, which the "insured" becomes legally obligated to pay and which are covered by "underlying insurance," or would be covered by "underlying insurance" but for the exhaustion of such policy's limits of liability.

A. Liability for Bodily Injury and Property Damage

We will pay damages the "insured" is legally obligated to pay, including liability assumed by the "insured" under an "insured contract," because of a "claim" for "bodily injury" or "property damage" caused by an "occurrence."

1. If the applicable "underlying insurance" is written on an "occurrence" basis, we will only pay such damages if:

a. the "bodily injury" or "property damage" takes place during the "policy period"; and

b. prior to the "policy period," no "insured" knew that the "bodily injury" or "property damage," had occurred, in whole or in part.

If any "insured" knew, prior to the "policy period," that the "bodily injury" or "property damage," had occurred in whole or in part, then any continuation, change, or resumption of such "bodily injury" or "property damage" during or after the "policy period," will be deemed to have been known prior to the "policy period." "Bodily injury" or "property damage" which occurs during the "policy period" and was not, prior to the "policy period," known to have occurred by any "insured," includes any continuation, change, or resumption of that "bodily injury" or "property damage" after the end of the "policy period."

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"Bodily injury" or "property damage," will be deemed to have been known by all "insureds" to have occurred at the earliest time when any "insured":

i. reports all, or any part, of the "bodily injury," or "property damage," to us or any other insurer;

ii. receives a written or verbal demand or "claim" for damages because of the "bodily injury" or "property damage"; or

iii. becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. If the applicable "underlying insurance" is written a claims-made or claims-made-and-reported basis, we will only pay such damages if:

a. the "claim" is first made against an "insured" during the "policy period;"

b. the "claim" is first reported to us within the timeframe the "claim" must be reported to the insurer issuing the applicable "underlying insurance;"

c. no part of the "occurrence" took place prior to the "retroactive date"; and

d. prior to the first date of the "policy period," no "insured" had any knowledge of the "occurrence," "bodily injury," or "property damage" and had no reasonable basis to believe based on any facts, circumstances, or events that a "claim" could be made.

B. Wrongful Act Liability

We will pay damages the "insured" is legally obligated to pay because of a "claim" for a "wrongful act."

1. If the applicable "underlying insurance" is written on an "occurrence" basis, we will only pay such damages if:

a. the "wrongful act" takes place during the "policy period"; and

b. prior to the "policy period" no "insured" was aware of any part of the "wrongful act," any "related wrongful acts", or had any reasonable basis to believe based on any facts, circumstance, or events that a "claim" could be made.

2. If the applicable "underlying insurance" is written on a claims-made or claims-made-and-reported basis, we will only pay such damages if:

a. the "claim" is first made against an "insured" during the "policy period";

b. the "claim" is first reported to us within the timeframe the "claim" must be reported to the insurer issuing the applicable "underlying insurance";

c. no part of the "wrongful act" or any "related wrongful acts" took place prior to the "retroactive date"; and

d. prior to the first date of the "policy period," no "insured" had any knowledge of the "wrongful act" and had no reasonable basis to believe based on any facts, circumstances, or events that a "claim" could be made.

Under no circumstances will the coverage provided by Section I. Insuring Agreements be broader than the coverage provided for those risks by the "underlying insurance."

II. Coverage Extension – Crisis Response Coverage

A. We will pay "crisis response costs" resulting from a "crisis event" that first occurs during the "policy period" and is reported to us within seventy-two (72) hours after the "crisis event" begins, provided such "crisis response costs" are incurred within thirty (30) days following the "crisis event."

B. The Crisis Response Cost Aggregate limit of insurance stated in Item 4. of the "certificate of coverage" is the most we will pay for "crisis response costs" regardless of the number of "crisis events," "insureds," acts, or injuries. The Crisis Response Cost Aggregate limit of insurance is separate and apart from, and not part of or subject to, any other limit of liability stated in this Policy.

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C. Any request for reimbursement from us of any "crisis response costs" must be provided in writing within ninety (90) days after you incur those "crisis response costs" and include all invoices and receipts proving and describing the "crisis response costs" with reasonable particularity.

D. Payment of "crisis response costs" is not an acknowledgment of coverage under any insuring agreement for any related or underlying injury, acts, or "claim." We neither have nor undertake any duty to defend, pay, or settle any "claim" or "suit" under this Crisis Response Coverage.

III. Limits of Insurance

The Limits of Insurance shown in Item 3. of the "certificate of coverage" and the rules below state the most we will pay.

A. The Aggregate limit of insurance stated in Item 3.B. of the "certificate of coverage" is the most we will pay for all damages, except damages included in the "products-completed operations hazard," regardless of the number of insuring agreements triggered, "insureds" involved, "claims" made, "suits" brought, persons or organizations making "claims" or bringing "suits," "wrongful acts," or "occurrences."

B. The Products-Completed Operations Aggregate limit of insurance stated in Item 3.A. of the "certificate of coverage" is the most we will pay for all damages included in the "products-completed operations hazard," regardless of the number of insuring agreements triggered, "insureds" involved, "claims" made, "suits" brought, persons or organizations making "claims" or bringing "suits," "wrongful acts," or "occurrences."

C. Subject to A. or B. in Section III. Limits of Insurance, whichever applies, the Each Occurrence/ Each Claim limit of insurance stated in Item 3.A. of the "certificate of coverage" is the most we will pay for damages arising out of any one "occurrence," if the applicable "underlying insurance" provides coverage on an "occurrence" basis, or any one "claim," if the applicable "underlying insurance" provides coverage on a claims-made or claims-made-and-reported basis, regardless of the number of "insureds" involved or persons or organizations making "claims" or bringing "suits."

D. If we undertake the defense of any "claim" or "suit" pursuant to Section IV. Defense and Settlement, sums paid in defense will affect the Limits of Insurance according to the following rules:

1. If sums paid in defense under the applicable "underlying insurance" are within or otherwise reduce the limits of the "underlying insurance," then any sums we pay in defense are within and will reduce all applicable Limits of Insurance as if such amounts were paid as damages.
2. If sums paid in defense under the applicable "underlying insurance" are outside of and do not reduce the limits of "underlying insurance," then we will pay sums in defense up to the Each Occurrence/ Each Claim limit of insurance, outside of and in addition to the applicable Limits of Insurance. Defense cost payments in excess of the Each Occurrence/ Each Claim limit of insurance are within and will reduce all applicable Limits of Insurance as if such amounts were paid as damages.

E. The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" 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 Limits of Insurance apply individually to each "certificate of coverage" issued to members of the risk purchasing group as stated above.

F. Retained Limit

Subject to the applicable Limits of Insurance stated in the "certificate of coverage" and described in A. through E. above, we will be liable only for that portion of damages and, as set out in D. above, defense costs that are in excess of the "retained limit."

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IV. Defense and Settlement

A. We will have the right and duty to investigate and defend any "claim" or "suit" seeking damages covered by the terms and conditions of this Policy when the "retained limit" has been exhausted. As part of that investigation and defense, we will pay the following as expenses, but only to the extent they are neither paid nor required to be paid by the applicable "underlying insurance" or by any other insurance providing coverage to the "insured":

1. premiums on bonds to release attachments, but only for bond amounts within our applicable limit of insurance; however, we are not obligated to apply for or furnish any such bond;
2. premiums on appeal bonds required by law to appeal any "claim" or "suit" we defend, but only for bond amounts within our applicable limit of insurance; however, we are not obligated to apply for or furnish any such bond;
3. all court costs taxed against the "insured" in any "claim" or "suit" we defend; however, we will not pay for attorneys' fees or attorneys' expenses taxed against the "insured"; and
4. the "insured's" actual and reasonable expenses incurred at our request.

B. When we assume the defense of any "claim" or "suit," we have the right to settle the "claim" or "suit" as we deem expedient, unless the applicable "underlying insurance" requires the "insured's" consent, in which case we will have the same rights of settlement as provided in the applicable "underlying insurance."

C. We will have no obligation to investigate, defend, or settle any "claim" or "suit" after our applicable Limits of Insurance have been exhausted by payment of judgments, settlements, or defense costs as dictated by Section III. Limits Of Insurance, D., above.

D. Except for those instances described in this Section IV. Defense and Settlement, A., we will not be obligated to assume charge of the investigation, settlement, or defense of any "claim" or "suit." We will, however, have the right and will be given the opportunity to participate in the settlement, defense, and trial of any "claim" or "suit" which, in our opinion, may create liability on our part under the terms of this Policy. If we exercise such right, we will do so at our own expense.

V. Exclusions

This insurance does not apply to any "claim" or "suit" arising out of, based upon or attributable to, directly or indirectly, or in any way involving:

A. Advertising Injury and Personal Injury

any "advertising injury" or any "personal injury"; however, this exclusion shall not apply to a "claim" or "suit" for an otherwise covered "director or officer wrongful act" or "employment practices wrongful act."

B. Aircraft

the ownership, maintenance, operation, use, or "loading or unloading" of any aircraft, if such aircraft is owned, or hired without pilot or crew, by or on behalf of any "insured."

C. Asbestos

1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers, or asbestos dust, including, but not limited to, any manufacture, mining, use, sale, installation, removal, or distribution activities related to any form of asbestos;
2. exposure to, testing for, monitoring of, cleaning up, removing, containing, or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers, or asbestos dust; or

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3. any obligation to investigate, settle, or defend, or indemnify any person against, any "claim" or "suit" arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers, or asbestos dust.

D. Builder, Developer or Sponsor Wrongful Act

the development, improvement, construction, alteration, renovation, or demolition of real property, structures, or infrastructure, including any services performed by a real estate developer, builder, sponsor, architect, engineer, construction manager, or general contractor; however, this exclusion shall not apply to "claims" for an otherwise covered "director or officer wrongful act."

E. Claim or Suit Alleging Infringement of Intellectual Property

any actual or alleged misappropriation, infringement, or violation of any intellectual property or intellectual property right or law of any description, including but not limited to any of the following: copyright; patent; trademark; trade name; trade secret; trade dress; service mark; slogan; service name; description of origin, source, authorship, authenticity, or quality; other right to or law recognizing an interest in any expression, idea, likeness, name, style of doing business, symbol, or title; or any other intellectual property right or law; regardless of whether such alleged misappropriation, infringement, or violation is committed in your "advertisement" or otherwise.

F. Claim or Suit Alleging Violation of Laws Concerning Unfair Competition or Similar Laws

any actual, alleged, or threatened violation of any statutes, common law, or other laws or regulations concerning unfair competition, antitrust, restraint of trade, piracy, unfair trade practices, or any similar laws or regulations.

G. 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.

H. 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 contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
6. that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

I. Damage to Your Product

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

J. 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"; however, 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.

K. Distribution Of Material in Violation of Statutes

any actual or alleged violation of:

1. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to that law;
2. the CAN- SPAM Act of 2003, including any amendment of or addition to that law; or
3. any federal, state or local statute, ordinance or regulation, other than the TCPA, or CAN- SPAM Act of 2003 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.

L. Earthquake or Flood Coverage Omission

any failure or omission on the part of the "insured" or the "insured's" agent(s) to obtain, effect, maintain or adhere to any policies of insurance which provide coverage for damage due to earthquake or flood perils.

M. Electronic Data-Access or Disclosure of Confidential or Personal Information, Data-Related Liability, and Privacy Law Liability

1. any access to, disclosure of, collection of, improper retention of, or failure to protect 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;
2. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data"; or
3. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any person's or organization's confidential or personal information, or a person's biometric characteristics or 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 that which is described in Paragraph 1. through 3. above.

N. ERISA

any obligation under the Employee Retirement Income Security Act of 1974 (ERISA) including any amendment to this act, or under any similar law, regulation, or ordinance.

O. 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.

P. Fair Credit Reporting Act

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any actual or alleged violation of the Fair Credit reporting Act (FCRA), the Fair and Accurate Credit Transaction Act (FACTA), or any similar state or local law, including any amendments or additions to such laws or regulations promulgated to pursuant to such laws.

Q. Harmful or Toxic Substances

the following substances or materials:

1. any radioactive substance or material, including the radiation it releases;
2. lead in any form and from any source;
3. silica or silicon dioxide in any form and from any source, including any dust that contains or includes silica or silicon dioxide;
4. any pathogen, bacterium, microbe, virus, or other microorganism, including any substance or byproduct produced by or from the foregoing;
5. any mold, mildew, or fungi, including any mycotoxins, spores or byproducts of any of the foregoing; or
6. any poison, toxin, or other harmful chemical, substance or material.

The exclusion includes, but is not limited to, any:

1. damages or harm actually or allegedly caused by ingestion of, inhalation of, absorption of, contact with, exposure to, existence of, presence of, spread of, dissemination of, release of, escape of, or distribution of any of the substances or materials in 1. through 6. above, whether sudden, accidental, gradual, intended, expected, unexpected, preventable, unpreventable, manmade, naturally occurring, or any combination of the foregoing;
2. any "claim," "suit," request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any "insured" or others test for, monitor, clean up, remove, contain, make repairs, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess the effects of any of the substances or materials in 1. through 6. above;
3. any "claim" or "suit" by or on behalf of any person, entity, or governmental authority for damages or other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of any of the substances or materials in 1. through 6. above.

R. Non-Business Activities

any liability for or arising out of any domestic or non-business activities of any "insured."

S. Professional Liability

the rendering of or failure to render any professional service.

T. Public or Livery Passenger Conveyance

any "auto" being used as a public or livery conveyance for passengers, including but not limited to, any period of time an "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is in, upon, getting in, getting on, getting out, or getting off the "auto." For purposes of this exclusion, "transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the "certificate holder."

U. Sublimited Coverage

any "bodily injury," "property damage," "wrongful act," defense costs, damages, or any other loss or costs, that is subject to a sublimit of liability in the applicable "underlying insurance," or

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would be subject to a sublimit of liability but for the exhaustion of the "underlying insurance" or the sublimit.

V. Swimming Pools

1. the ownership, maintenance, operation, or use of a swimming pool unless:

a. the swimming pool is fenced with a self-closing and self-latching gate if the pool is outdoors; or secured access is through a self-closing and self-locking door if the pool is indoors or on a roof top; and

b. the swimming pool's design and operation complies with the Virginia Graeme Baker Act and meets or exceeds all federal, state, and local governing codes and regulations.

2. any diving board or waterslide, regardless of whether it is attached to a pool that meets the requirements set forth in 1.a. and b., above.

W. Recall of Products, Work or Impaired Property

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.

X. Un-Insured/Under-Insured Motorists and Similar Laws

any obligation of the "insured" under a No Fault, Uninsured Motorist or Underinsured Motorist law, or under any similar law, regulation, or ordinance.

Y. War

1. war, including undeclared or civil war;
2. warlike action by 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.

Z. Workers' Compensation and Similar Laws

any obligation under a Workers Compensation, Unemployment Compensation, or Disability Benefits Law, or under any similar law, regulation, or ordinance.

VI. Following Form Exclusions

The following exclusions A. through K. do not apply to the extent that such coverage is provided by "underlying insurance" or would have been provided by "underlying insurance" but for the exhaustion of the applicable limits of the "underlying insurance." However, under no circumstances will the coverage provided by our Policy for the risks described in the following exclusions A. through K. be any broader than the coverage provided for those risks by the "underlying insurance."

Subject to the preceding paragraph, this insurance does not apply to any "claim" or "suit" arising out of, based upon or attributable to, directly or indirectly, or in any way involving:

A. Auto

the ownership, maintenance, operation, use, or "loading or unloading" of any "auto."

B. Care, Custody, or Control Exclusion- Real and Personal Property with Garagekeepers Legal Liability

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"property damage" to real or personal property in the care, custody, or control of any "insured," or loaned to any "insured," or used, rented, or occupied by any "insured," or which any "insured" is for any purpose exercising physical control.

C. Contractual Liability

any liability of an "insured" under any contract or agreement, express or implied, written or oral, including the liability of others assumed by any "insured"; however 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 written contract or written agreement that is an "insured contract," but only if the "bodily injury" or "property damage" occurs after the "insured" signs or otherwise formally executes that contract or agreement.

D. Discrimination against Non-Employees

any discrimination against any non-employees on the basis of age, disability, ethnic origin, marital status, physical or mental hardship, race, religious affiliation, sex, or sexual orientation.

E. Employment Benefit Liability

any actual or alleged act, error, or omission in the administration of any "insured's" "employment benefit programs."

F. Employee Liability

liability of any "employee" with respect to "bodily injury" or "property damage" to you or to another "employee" of the same employer injured in the course of such employment.

G. Employer's Liability

"bodily injury" to:

1. an "employee" of any "insured," arising out of and in the course of employment by any "insured" or while performing duties related to the conduct of any "insured's" business; or
2. the spouse, child, parent, brother, or sister of that "employee" as a consequence of injury to the "employee."

This exclusion applies whether any "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.

H. Employment-Related Practices

any "employment practices wrongful act," including but not limited to any "bodily injury" however caused, arising directly or indirectly out of any:

1. refusal to employ or promote;
2. termination of employment;
3. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, discrimination, or malicious prosecution, directed at a person, or other employment-related practice, policy, act, or omission; or
4. consequential "bodily injury" or "property damage" as a result of paragraphs 1. through 3. of this exclusion.

This exclusion applies whether the injury-causing event described in paragraphs 1. through 4**.** occurs before employment, during employment, or after employment of that person, and whether the "insured" may be held liable as an employer or in any other capacity, and to any obligation to share damages with or to repay someone else who must pay damages because of the "bodily injury" or "property damage."

I. Pollution

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any liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or in any way related to:

1. the actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, release, or escape of "pollutants," however caused;
2. any request, demand, or order that any "insured" or others test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants," including demands, directives, complaints, "suits," orders, or requests brought by any governmental entity or by any person or group of persons; or
3. steps taken or amounts incurred by a governmental unity or any other person or organization to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or assess the effects of "pollutants."

This exclusion will apply to any liability, costs, charges or expenses, or any judgments or settlements, arising directly or indirectly out of pollution, whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

This exclusion does not apply to:

1. "bodily injury" or "property damage" caused by smoke, fumes, vapor, or soot from a "hostile fire" at any "insured's" premises or job location; or
2. "bodily injury" if sustained within a building and cause by smoke, fumes, vapor, or soot from equipment, used to heat, cool, or dehumidify that building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

As used in this exclusion "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

J. Punitive or Exemplary Damages

punitive damages; exemplary damages; treble damages; or damages intended to punish or deter misconduct, rather than to compensate for harm.

K. Watercraft

the ownership, maintenance, operation, use, or "loading or unloading" of any watercraft, if such watercraft is owned, or chartered without crew, by or on behalf of any "insured"; however, this exclusion does not apply to watercraft while ashore on any premises owned by, rented to, or controlled by you.

VII. Definitions

The following words and phrases have the meaning given to them below.

A. "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 notices that are published include material placed on the Internet or on similar electronic means of communication; however, 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.

B. "Advertising injury" means injury, including consequential "bodily injury," arising out of advertising activities of any "insured" as a result of one or more of the following offenses:

1. oral or written publication, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. oral or written publication, in any manner, of material that violates a person's right of privacy;
3. misappropriating another's advertising ideas in your "advertisement"; or
4. infringing upon another's copyright, trade dress, or slogan in your "advertisement."

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"Advertising injury" does not include "personal injury."

C. "Affected Individuals" means any individual who suffers "bodily injury" or "property damage" covered under an insuring agreement set out in Section I. Insuring Agreements, A. Liability for Bodily Injury and Property Damage, and not otherwise excluded under Section V. Exclusions or Section VI. Following Form Exclusions, or would be covered and not excluded if a "claim" were made for such "bodily injury" or "property damage." "Affected individuals" includes the immediate family members of a person who suffers "bodily injury" and otherwise qualifies as an "affected individual."

D. "Auto" means:

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

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

E. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of those at any time. "Bodily injury" includes mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from a physical injury, sickness, or disease of that person.

F. "Certificate Holder" means the person(s) or entity(ies) identified in Item 1. of the "certificate of coverage" as such.

G. "Certificate of Coverage" means the document issued to the "certificate holder" as part of the Policy that shows the limits and applicable coverage for that "certificate holder."

H. "Claim" means a demand for money or assertion of liability, including the filing or institution of a "suit." Multiple "claims" arising out of the same "occurrence" or "wrongful act," "related wrongful acts," or logically or causally related "occurrences" shall be treated as a single "claim" for all purposes under this Policy and shall be deemed first made when the first such "claim" was made.

I. "Crisis Response Costs" means the following expenses incurred by you in reasonably responding to a "crisis event" to which this insurance applies:

1. fees charged by a public relations firm or crisis management firm, assigned or approved by us in writing;
2. expenses incurred by you to secure the scene of a "crisis event";
3. funeral expenses for an "affected individual";
4. reasonable and necessary expenses for psychology or counseling services, not including the cost of medication, hospitalization, or inpatient treatment, provided within fourteen (14) days following a "crisis event" to "affected individuals," provided such services are approved by a firm described in Subsection 2. above;
5. temporary living expenses for "affected individuals";
6. reasonable and necessary emergency transport expenses to transport "affected individuals" to a medical treatment facility within twenty-four (24) hours following a "crisis event"; and
7. any other expenses expressly approved by us in writing.

J. "Crisis Event" means an event that you reasonably believe has resulted, or may result, in:

1. significant adverse regional or national media coverage; and
2. a "claim" in excess of the "retained limit" for "bodily injury" or "property damage" that has already occurred or for which there is an actual and immediate threat of an "occurrence," provided that such "claim" would, if made, be covered under the insuring agreement set out in Section I. Insuring Agreements, A. Bodily Injury and

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Property Damage, and not otherwise excluded under Section V. Exclusions or Section VI. Following Form Exclusions.

K. "Director or officer wrongful act" means any act, error, omission, misstatement, misleading statement, neglect, or breach of duty by an "insured" entity or an individual "insured" who is a past, present or future director, trustee, officer, "employee," leased employee, temporary or seasonal employee, volunteer, or staff member of an "insured" entity, including any executive board members and committee members, whether salaried or not, but only while acting solely in his or her capacity as such. "Director and officer wrongful act" includes:

1. any discrimination or harassment, including discrimination or harassment based on race, color, national origin, religion, gender, age, sexual orientation or preference, disability, or pregnancy against any individual other than an "insured" or applicant for employment with an "insured"; and
2. a matter claimed against an "insured" solely by reason of his or her status as a past, present, or future director, trustee, officer, "employee," leased employee, temporary or seasonal employee, volunteer, or staff member of an "insured" entity, including any executive board members and committee members.

L. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hardware, or media, 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.

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

N. "Employment benefit program" means a program generally available to all of your "employees" and not available to anyone other than your "employees," providing:

1. group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts;
2. profit sharing plans, employee savings plans, employee stock ownership plans, pension and stock subscription plans;
3. unemployment insurance, social security benefits, workers' compensation, and disability benefits; or
4. vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; and transportation and health club subsidies.

O. "Employment benefits wrongful act" means a negligent act, error or omission in:

1. providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of your "employment benefit programs";
2. handling records in connection with your "employment benefit program"; and
3. effecting, continuing, or terminating any "employee's" participation in any benefit included in your "employment benefit program."

"Employment benefits wrongful act" does not include any act, error, or omission in handling payroll deductions.

P. "Employment practices wrongful act" means, with respect to an applicant for employment with an "insured" entity or a past, present, or future director, trustee, officer, "employee," leased employee, temporary or seasonal employee, volunteer, or staff member of an "insured" entity:

1. wrongful dismissal, discharge, or termination of employment, whether actual or constructive;
2. employment-related misrepresentation;
3. negligent hiring, retention, training, reassignment, or supervision;
4. wrongful failure to employ or promote, wrongful deprivation of career opportunity, wrongful demotion, wrongful discipline, wrongful failure to grant tenure or practice privileges, or negligent employee evaluation, including the making of defamatory

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statements in providing a reference for any individual "insured" or "employee" of an "insured" entity;

5. harassment, including sexual harassment, that interferes with performance or creates a hostile, intimidating, or offensive work environment;
6. employment discrimination, including discrimination based on race, color, national origin, religion, gender, age, sexual orientation or preference, disability, pregnancy, or any other protected class recognized under any national, federal, state, provincial, or local statute or ordinance, regulation, decree, or common law anywhere in the world;
7. employment-related defamation, libel, slander, or invasion of privacy;
8. failure to provide or enforce adequate or consistent corporate policies and procedures relating to any "employment practices wrongful act";
9. violation of Title VII of the Civil Rights Act of 1964, as amended and any rules and regulations promulgated thereunder; the Age Discrimination in Employment Act (ADEA), as amended and any rules and regulations promulgated thereunder; the Civil Rights Act of 1991, as amended and any rules and regulations promulgated thereunder; the Americans With Disability Act (ADA), as amended and any rules and regulations promulgated thereunder; the Family and Medical Leave Act (FMLA), as amended and any rules and regulations promulgated thereunder; the Pregnancy Discrimination Act of 1978, as amended and any rules and regulations promulgated thereunder; or any similar national, federal, state provincial, or local statute or ordinance, regulation, decree, or common law anywhere in the world;
10. employment-related retaliation; or
11. acts described in part 1. through 10. committed or allegedly committed through the use of the "insured's" internet system, e-mail, telecommunications, or similar systems, and any failure to provide and enforce adequate policies and procedures relating to such use of such systems.

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

1. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate, or dangerous; or
2. 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.

"Impaired property" does not include "electronic data."

R. "Insured" means each of the following, to the extent set forth:

1. The "certificate holder" and,

a. if you are an individual, (1) you and your spouse, but only with respect to the conduct of a business of which you are the sole owner as of the effective date of this Policy, (2) any person or organization having temporary custody of your property if you die, but only with respect to liability arising out of the maintenance or use of that property and only until your legal representative has been appointed; and (3) your legal representative if you die, but only with respect to duties as such;

b. if you are a partnership or joint venture, the partners or members and their spouses but only as respects the conduct of your business;

c. if you are a limited liability company, the members or managers but only as respects the conduct of your business; and

d. if you are a trust, your trustees, but only with respect to their duties as trustees.

2. Any company of which you own more than 50% as of the beginning of the "policy period."

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3. Any company you newly acquire or form during the "policy period," other than a partnership, joint venture or limited liability company, and of which you maintain ownership of more than 50%; however,

a. coverage for such entity 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 under this provision does not apply to "bodily injury," "property damage," or "wrongful acts" that occurred before you acquired or formed the organization; and

c. coverage under this provision applies only if the organization is insured under applicable "underlying insurance," and then for no broader coverage than is provided for that organization under such "underlying insurance."

4. Any of your:

a. executive officers or directors (if you are an organization other than a partnership, joint venture, or limited liability company), but only while acting within the scope of their duties as such;

b. "employees," but only while acting within the scope of their duties as such;

c. stockholders (if you are an organization other than a partnership, joint venture, or limited liability company), but only with respect to their liability as your stockholders;

d. "volunteer workers," but only while performing duties related to the conduct of your business;

But none of the foregoing are "insureds" with respect to any:

a. "bodily injury," "property damage," or "wrongful act" arising out of the ownership, maintenance, use, or "loading or unloading" of any "auto," aircraft, or watercraft; however, if applicable "underlying insurance" affords such coverage for that person or organization, then, subject to all terms and conditions of our Policy, that person or organization is also and "insured" under our Policy;

b. "bodily injury" to

i. 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 retained to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

ii. to the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of i. above; or

iii. for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in i. or ii. above; and

c. "property damage" to property

i. owned, occupied, or used by; or

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" or "volunteer workers," any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company);

5. Any person, other than one of your "employees," or organization while acting as your real estate manager.

6. Any person or organization (other than your partners, executive officers, directors, stockholders or "employees") with respect to any "auto" owned by you, loaned to you or hired by you or on your behalf, and used by that person or organization with your permission, but no person or organization is an "insured" while working in a business that sells, services, repairs or parks "autos" unless you are in that business.

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The named insured, first named insured, and "policyholder" do not qualify as an "insured." No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not a "certificate holder" unless added via endorsement to this Policy.

S. "Insured contract" means:

1. 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 while temporarily occupied by you with permission of the owner, is not an "insured contract";
2. a sidetrack agreement;
3. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement;
6. 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 **6.** does not include that part of any contract or agreement:

a. 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, roadbeds, tunnel, underpass, or crossing;

b. that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

i. preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

ii. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

c. 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 b. above, and supervisory, inspection, architectural, or engineering activities.

T. "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."

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

1. after it is removed from the place where it is accepted for movement into or onto an aircraft, watercraft, or "auto";
2. while it is in or on an aircraft, watercraft, or "auto";
3. while it is being moved from an aircraft, watercraft, or "auto" to the place where it is finally delivered.

However, "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."

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

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1. bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises you own or rent;
3. vehicles that travel on crawler treads;
4. vehicles, whether self- propelled or not, maintained primarily to provide mobility to permanently mounted:

a. power cranes, shovels, loaders, diggers, or drills; or

b. road construction or resurfacing equipment such as graders, scrapers, or rollers;

5. vehicles not described in paragraphs 1., 2., 3., or 4**.** above that are not self- propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or

b. cherry pickers and similar devices used to raise or lower workers;

6. vehicles not described in 1., 2., 3., or 4. 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":

a. equipment designed primarily for:

i. snow removal;

ii. road maintenance, but not construction or resurfacing; or

iii. street cleaning;

b. cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and

c. 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 vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos."

W. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one "occurrence";

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

1. false arrest, detention, or imprisonment;
2. malicious prosecution;
3. 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;
4. oral, or written publication, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
5. oral or written publication, in any manner, that violates a person's right of privacy.

"Personal injury" does not include "advertising injury."

Y. "Policyholder" means the risk purchasing group identified in Item 1. of the Master Policy Declarations.

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Z. "Policy Period" means the period of time from the date and time shown as "From" and ends at the date and time shown as "To" in Item 2. of the "certificate of coverage," or ending at such earlier date if cancelled pursuant to Section VIII. Conditions, D. Cancellation or otherwise.

AA. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waster or waste material. Waste or waste material includes materials which are intended to be or have been recycled, reconditioned, or reclaimed.

BB. "Products- completed operations hazard":

1. 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:

a. products that are still in your physical possession; or

b. work that has not yet been completed or abandoned.

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

i. when all of the work called for in your contract has been completed;

ii. when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

iii. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

2. Does not include "bodily injury" or "property damage" arising out of:

i. 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";

ii. the existence of tools, uninstalled equipment, or abandoned or unused materials.

CC. "Property damage" means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

2. loss of use of tangible property that is not physically injured. All such loss will 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.

DD. "Related Wrongful Acts" mean all "wrongful acts" that are logically or causally related, or that arise out of common facts, circumstances, situations, events, or transactions.

EE. "Retained Limit" means the total amount stated as the limits of insurance of the applicable "underlying insurance" and the applicable limits of all other insurance providing coverage to the "insured" for that "claim" or "suit."

FF. "Retroactive date" means the date set out in the applicable "underlying insurance" as the retroactive date or prior acts date, if any.

GG. "Suit" means a civil proceeding which seeks monetary damages because of "bodily injury," "property damage," or "wrongful act" to which this insurance applies. "Suit" includes:

1. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

2. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

HH. "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.

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II. "Underlying insurance" means the policy or policies of insurance that is:

1. issued to the "certificate holder" as the named insured of such policy;
2. valid and in force at the inception of this Policy, or the renewal or replacement, without interruption, of a policy that is valid and in force at the inception of this Policy;
3. maintained in accordance with Section VIII. Conditions, J. Maintenance of Underlying Insurance; and
4. provides the type of insurance and meets the minimum requirements set out in the Minimum Requirements for Underlying Insurance Endorsement attached to this Policy.

"Underlying insurance" does not include any insurance policy specifically purchased to apply only in excess of this Policy.

JJ. "Wrongful act" means:

1. a "director or officer wrongful act";
2. an "employment practices wrongful act"; and
3. an "employment benefits wrongful act."

KK."Your product" 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.

"Your product" 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.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

LL. "Your work" 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.

"Your work" 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.

VIII. Conditions

A. Appeals

If the "insured" or an "insured's" underlying insurers do not appeal an award or judgment in excess of the "retained limit," we have the right to make such an appeal. Whether or not we elect to appeal, and regardless of the result of any appeal we elect to make, the amount we pay in connection with such an award or judgment will not exceed our applicable limit of insurance, as stated in Item 3. of the "certificate of coverage" and determined by the rules set forth in Section III. Limits of Insurance.

B. Audit

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We may audit and examine your books and records as they relate to this Policy or the premium to be charged, at any time during the "policy period" of this Policy and for up to three years after the end of that "policy period."

C. Bankruptcy or Insolvency

The bankruptcy, insolvency, or inability to pay of any "insured," or the bankruptcy, insolvency or inability to pay of any of the insurer issuing the applicable "underlying insurance," will not relieve us from the payment of any "claim" or "suit" covered by this Policy. Under no circumstances will any such bankruptcy, insolvency or inability to pay require us to drop down and replace the "retained limit," bear or assume any obligation within the "retained limit," or undertake any obligation owed by an insurer issuing "underlying insurance."

D. Cancellation

1. You may cancel this Policy before the end of the "policy period." To do so, you must mail or deliver advance written notice to us stating the day and hour the cancellation takes effect.
2. We may cancel this Policy before the end of the "policy period." If we cancel because of nonpayment of premium, we must mail or deliver advance written notice to you stating when, not less than ten (10) days thereafter, the cancellation takes effect. If we cancel for any other reason, we must mail or deliver advance written notice to you stating when, not less than thirty (30) days thereafter, the cancellation takes effect. Mailing that notice to you at your mailing address shown in Item 1**.** of the "certificate of coverage" will be sufficient notice of cancellation, and proof of such mailing will be sufficient proof of notice.
3. If you or we cancel, the "policy period" ends when the cancellation takes effect.
4. If we cancel, final premium will be calculated pro rata based on the time this Policy was in force. Final premium will not be less than the Minimum Earned Premium shown in Item 5.B. of the "certificate of coverage."
5. If you cancel, final premium may be more than pro rata; it will be based on the time this Policy was in force and may be increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Earned Premium shown in Item 5.B. of the "certificate of coverage."
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first "certificate holder" will act on behalf of all other "insureds" with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
8. Any of these provisions that conflicts with an applicable law that controls the cancellation of this Policy is changed by this statement to comply with the minimum mandatory requirements of that law.

E. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first "certificate holder" is authorized to act on behalf of all insureds in making or agreeing to changes in the terms of this Policy, but only with our consent. Notice to our agent, or knowledge possessed by our agent or any other person, will not effect a waiver or a change in any part of this Policy. This Policy can be changed only by a written endorsement we issue that becomes a part of this Policy and that is signed by one of our authorized representatives.

F. Duties in the Event of an Occurrence, Wrongful Act, Claim, or Suit

1. You must notify us as soon as practicable of "bodily injury," "property damage," an "occurrence," or a "wrongful act" which may result in a "claim" or "suit" involving this Policy. To the extent possible, such notice should include:

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a. how, when, and where the "occurrence" or "wrongful act" took place;

b. the names and addresses of any injured person and witnesses;

c. the nature and location of any injury or damage arising out of the "occurrence" or "wrongful act."

If the applicable "underlying insurance" provides coverage on a claims-made basis, you must provide notice of any "claim" or "suit" within the timeframe the "claim" must be reported to the insurer issuing the applicable "underlying insurance."

2. You must notify us in writing as soon as practicable of any "claim" or "suit" covered or potentially covered by any "underlying insurance."

3. You and any other involved "insured" must:

a. immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit";

b. authorize us to obtain records and other information;

c. cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and

d. 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.

4. All notices must be sent to the address identified in Item 6. of the Certificate of Insurance and include a complete copy of the applicable "underlying insurance," including the declarations page and all forms and endorsements. Notices that are not sent to the stated address and do not include this information are not sufficient and will not satisfy your notice obligation.

5. No "insured" will voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent, except at their own cost.

G. Inspection

We have the right, but are not obligated, to inspect the premises and operations of any "insured" at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations of the "insured" and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While such inspections may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of any employees or the public. We do not warrant that the premises or operations of any "insured" are safe or healthful or that they comply with laws, regulations, codes, or standards.

H. Legal Actions Against Us

There will be no right of action against us under this Policy unless:

1. you and any other involved "insured" have complied with all the terms of this Policy; and

2. the amount you owe has been determined, either by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

I. Knowledge of Occurrence

Knowledge of any "occurrence," "claim," or "suit" by any agent, servant, or "employee" of the "insured" does not in and of itself constitute knowledge by the "insured" unless notice of such "occurrence," "claim," or "suit" has been received by an officer, manager, risk manager, authorized "employee," or partner of a "certificate holder."

J. Maintenance of Underlying Insurance

During the period of this Policy, you agree:

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1. to keep all policies that qualify as "underlying insurance" in full force and effect;
2. that no renewal or replacement of any policy that qualifies as "underlying insurance" will be more restrictive in coverage than the policy it renews or replaces;
3. that the Limits of Insurance of the policies that qualify as "underlying insurance" will be maintained except for any reduction or exhaustion of aggregate limits by actual payment of "claims" or "suits" for "occurrences" or "wrongful acts" covered by "underlying insurance"; and
4. that the terms, conditions, and endorsements of the policies that qualify as "underlying insurance" will not change during the "policy period" of this Policy in any way that:

a. increases the coverage afforded under this Policy; or

b. causes the applicable Limits of Insurance of the policies that qualify as "underlying insurance" or of other insurance providing coverage to the "insured" to be reduced or exhausted at an earlier time than they would have been reduced or exhausted in the absence of such change.

If you fail to comply with any one or more of these requirements, we will be liable only to the same extent we would have been had you fully complied with all of these requirements.

K. Other Insurance

If other insurance applies to a liability that is also covered by this Policy, this Policy will apply only in excess of the applicable limits of that other insurance. Nothing in this provision will be construed to make this Policy subject to the terms, conditions, and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to apply only in excess of the applicable Limits of Insurance of this Policy.

L. Premium

The first "certificate holder" will be responsible for payment of all premiums when due.

The premium for this Policy will be computed on the basis set forth in Item 5. of the "certificate of coverage." At the beginning of the "policy period," you must pay us the Advance Premium shown in Item 5.A. of the "certificate of coverage."

When this Policy expires or if it is canceled, we will compute the earned premium for the time this Policy was in force. If this Policy is subject to audit adjustment, the actual exposure basis will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Minimum Earned Premium as shown in Item 5.B. of the "certificate of coverage for each twelve months of our "policy period."

M. Separation of Insureds

Except with respect to our Limits of Insurance and any rights or duties specifically assigned to the "certificate holder," this insurance applies:

1. as if each "certificate holder" were the only "certificate holder;" and
2. separately to each "insured" against whom "claim" is made or "suit" brought.

N. Trade Sanctions

This Policy is void from its inception as respects any Policy term or condition that violates any law or regulation of the United States of America (U.S.) concerning economic and trade embargoes including, but not limited to, such laws or regulations respecting any of the following:

1. any "insured," or any person or entity claiming the benefits of an "insured," who is or becomes a "specially designated national" or "blocked person" who is otherwise subject to the economic sanctions of the U.S.;

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2. any "claim" or "suit" that is brought in a "sanctioned country" or by the government of a "sanctioned country," where any action in connection with such "claim" or "suit" is prohibited by U.S. economic or trade sanctions;
3. any "claim" or "suit" that is brought by any "specially designated national," "blocked person," or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. property that is located in a "sanctioned country" or that is owned by, rented to or in the care, custody or control o f a "sanctioned country" government, where any activities related to such property are prohibited by U.S. economic or trade sanctions;
5. property that is owned by, rented to or in the care, custody, or control of a "specially designated national," "blocked person," or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this Policy a "specially designated national" or "blocked person" is any person or entity that is on the list of "specially designated nationals" and "blocked persons" issued by the United States Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be amended from time to time.

As used in this Policy a "sanctioned country" is any country that is the subject of trade or economic embargoes imposed by the laws of the U.S.

O. Transfer of Rights of Recovery Against Others to Us

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

Any recoveries will be applied as follows:

1. any interests, including the "insured," that have paid an amount in excess of our payment under this Policy will be reimbursed first;
2. we then will be reimbursed up to the amount we have paid; and
3. lastly, any interests, including the "insured," over which our insurance is excess, are entitled to claim the residue.

Expenses incurred in the exercise of rights of recovery will be apportioned between the interests, including the "insured," in the ratio of their respective recoveries as finally settled.

P. Terms Conformed to Statute

The terms of this Policy which are in conflict with the statutes of the state where this Policy is issued are amended to conform to the minimum mandatory requirements of such statutes.

If we are prevented by law or statute from paying on behalf of an "insured," then we will, where permitted by law or statute, indemnify the "insured" for those sums in excess of the "retained limit."

Q. Titles and Headings

Headings and titles contained in this Policy are for purposes of organization and reference only. They do not, and shall not be deemed to, control or affect the meaning or construction of any provision of this Policy.

R. Transfer of Your Rights and Duties

No "insured" may transfer any of its rights or duties under this Policy without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first "certificate holder" and mailed to the address shown in this "certificate of insurance" will be sufficient notice to effect cancellation of this Policy, even if you have died or been legally declared bankrupt.

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S. Unintentional Failure to Disclose Hazards

An "insured's" failure to disclose all hazards existing as of the inception date of this Policy will not prejudice that "insured's" insurance with respect to the coverage afforded by this Policy, provided such failure is both:

1. not intentional on the part of that "insured" and
2. reported to us as soon as practicable after its discovery by any "certificate holder."

T. When Loss is Payable

Coverage under this Policy does not apply unless and until the "insured" or its underlying insurer is obligated to pay the "retained limit."

When the amount of loss has finally been determined, we will promptly pay on behalf of the "insured" the amount of loss covered under the terms of this Policy.

We may, at our sole discretion, advance on behalf of an "insured" sums within the "retained limit" in order to effect settlement o f a "claim" or "suit." If we do so, you will promptly reimburse us for any such amount we advance on behalf of any "insured."

IX. Supplementary Payments

We will pay the following, but only to the extent they are neither paid nor required to be paid by "underlying insurance" or by any other insurance providing coverage to the "insured."

A. pre- judgment interest awarded against the "insured" on that part of the judgment we pay that is within our applicable limit of insurance. If we make an offer to pay our applicable limit of insurance, we will not pay any pre-judgment interest based on the period of the time after the offer;

B. all interest that accrues after entry of judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our applicable limit of insurance.

These interest payments are in addition to our Limits of Insurance.

SAMPLE

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	CAProtect

Ascot Insurance Company

Certificate Holder: CAProtect Excess Sample

Endorsement No. 1

Certificate Number: SFU00000666

Effective Date: 09/01/2024

Master Policy Number: SFMASU00001-01

MINIMUM REQUIREMENTS FOR UNDERLYING INSURANCE ENDORSEMENT

Only insurance policies of the type listed below, issued by an insurer meeting the requirements stated below, providing the required terms stated below, and providing the limits of liability in the amount of, or exceeding, the limits stated below qualify as "underlying insurance."

Type of Insurance	**Insurer Requirements**	**Minimum Limits of Liability and Required Terms**
Commercial General Liability	A.M. Best rating of A-VII or better	$1,000,000 Each Occurrence $1,000,000 Personal & Advertising Injury INCLUDED Products/Completed Operations Aggregate $2,000,000 General Aggregate Supplementary payments, including defense costs, must be in addition to, and not reduce, the above limits of liability.
Auto Liability	A.M. Best rating of A-VII or better	$1,000,000 Combined Single Limit Per Individual Schedule Automobile Symbols Supplementary payments, including defense costs, must be in addition to, and not reduce, the above limits of liability.
Employee Benefits Liability	A.M. Best rating of A-VII or better	$1,000,000 Each Claim/Occurrence $1,000,000 Aggregate Supplementary payments, including defense costs, must be in addition to, and not reduce, the above limits of liability.
Employers Liability	A.M. Best rating of B++VI or better; Coverage written with a certified state fund; or Insurer expressly approved by [Purchasing Group]	$500,000 Each Accident $500,000 Each Employee – Disease $500,000 Policy Limit – Disease Supplementary payments, including defense costs, must be in addition to, and not reduce, the above limits of liability.
Garagekeepers Legal Liability	A.M. Best rating of A-VII or better	$1,000,000 Each Loss Supplementary payments, including defense costs, must be in addition to, and not reduce, the above limits of liability.

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Directors & Officers Liability –Not for Profit Community Associations only	A.M. Best rating of A-VII or better	$1,000,000 Each Claim $1,000,000 Aggregate if supplementary payments, including defense costs, are in addition to, and do not reduce, the limits of liability. In this event, defense costs must be subject to a limit of not less than $1,000,000 Each Claim / $1,000,000 Aggregate. or $2,000,000 Each Claim $2,000,000 Aggregate if supplementary payments, including defense costs are within, and reduce, the limits of liability. Endorsement form Directors & Officers Liability on a Commercial General Liability policy is eligible only if the Directors & Officers coverage has its own separate and unimpeded limit. Directors & Officers Liability coverage must include duty to defend wording.

Policies, including any renewal or replacement policies, that do not meet these requirements are not "underlying insurance."

SAMPLE

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	CAProtect

Ascot Insurance Company

Certificate Holder: Sample	CAProtect Excess	Endorsement No.	2
Certificate Number:	SFU00000666	Effective Date:	09/01/2024
Master Policy Number:	SFMASU00001-01		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS LIMITATION EXCLUSIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

It is understood and agreed that the Policy is modified as follows:

I. The following exclusions are added to Section V. Exclusions:

A. any actual or alleged rendering of, or failure to render, professional services of an architect, engineer, surveyor, landscape architect, or soil or subsoil analyst, including but not limited to:

1. feasibility studies, cost estimates, or soil tests;

2. preparing, approving, or failing to prepare or approve maps, plans, opinions, reports, surveys, change orders, field orders, designs, drawings, shop drawings or specifications;

3. supervisory, inspection, architectural or engineering activities; or

4. project or construction management services;

B. any actual or alleged "property damage" arising out of blasting or an explosion; however, this exclusion does not apply to the explosion of air or steam vessels, piping under pressure, prime movers, machinery, or power transmitting equipment;

C. any actual or alleged "property damage" arising out of the collapse of or structural injury to any building or structure directly or indirectly caused by:

1. grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work, or caisson work; or

2. moving, shoring, underpinning, raising, or demolition of any building or structure, or removal or rebuilding of any structural support of that building or structure;

D. any actual or alleged "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, including any resulting "property damage," caused by and

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occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving;

E. any exterior wall cladding system which uses insulation material attached to a substrate, a base coat on the surface of the insulation material, and a protective finish applied to the base coat, or any substantially similar system, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such system;

F. any earth movement, regardless of the cause, including but not limited to landslide; mudflow; earth sinking; earth rising; collapse or movement of fill; earth settling, slipping, falling away, caving in, eroding, or tilting; earthquake; or any other movement of land or earth;

G. any roofing or window operations or installation, performed by or on behalf of any "insured" or any other person, including but not limited to any damage resulting from a fire caused by such operations;

H. any construction, erection, development, repair, or demolition project, performed by or on behalf of any "insured" that is or was covered under an insurance program procured by a contractor, project manager, or owner of the project covering some or all of the contractors or subcontractors involved in the project, including an Owner Controlled Insurance Program or Contractor Controlled Insurance Program;

I. "your work" on any structure where 30% or more of the square footage area is used or intended to be used for human habitation.

All other terms and conditions of the Policy remain unchanged.

SAMPLE

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	CAProtect

Ascot Insurance Company

Certificate Holder: Sample	CAProtect Excess	Endorsement No.	3
Certificate Number:	SFU00000666	Effective Date:	09/01/2024
Master Policy Number:	SFMASU00001-01		

NOTICE TO POLICYHOLDER AND CERTIFICATE HOLDER

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

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

Schedule
Terrorism Premium (Certified Acts): $ 27.
(Information required to complete this Schedule will be shown in the Declarations or Certificate of Coverage, if not shown above.)

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

II. Disclosure of Federal Participation in Payment of Terrorism Losses
The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals eighty percent (80%) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year the Treasury shall not make any payment of any portion of the amount of such losses that exceeds $100 billion.

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

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Ascot Insurance Company

Certificate Holder: Sample	CAProtect Excess	Endorsement No.	4
Certificate Number:	SFU00000666	Effective Date:	09/01/2024
Master Policy Number:	SFMASU00001-01		

NOTICE TO POLICYHOLDER AND CERTIFICATE HOLDER

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

THIS NOTICE DOES NOT PROVIDE COVERAGE NOR DOES IT REPLACE ANY PROVISIONS OF THIS POLICY. YOU SHOULD READ THE POLICY AND REVIEW THE CERTIFICATE OF COVERAGE AND DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGE OF THE POLICY.

This Notice provides information concerning possible impact on your insurance coverage due to directives of the Office of Foreign Assets Control ("OFAC"). Please read this Notice carefully.

This Policy does not cover any loss, cost, or expense in connection with any claim or loss in the event that such coverage violates any laws or regulations of the United States concerning economic and trade sanctions including but not limited to the following:

A. any "insured", or any person or entity claiming benefits of an "insured", who is or becomes a "specifically designated national" or "blocked person" or who is otherwise subject to U.S. economic or trade sanctions;

B. any "claim" or suit that is brought in a "sanctioned country" or by a "sanctioned country" Government, where any action in connection with such "claim" or suit is prohibited by U.S. economic or trade sanctions;

C. any "claim" or suit that is brought by any "specially designated national" or "blocked person" or any person or entity who is otherwise subject to U.S. economic or trade sanctions;

D. property that is located in a "sanctioned county" or that is owned by, rented to, or in the care, custody or control of a "sanctioned county" government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or

E. property that is owned by, rented to, or in the care, custody or control of a "specially designated national" or "blocked person", or by any person or entity who is otherwise subject to U.S. economic or trade sanctions.

For the purposes of this Notice a "specially designated national" or "blocked person" means any person or entity that is on the list of "specially designated nationals" and "blocked persons" issued by the U.S. Treasury Department's Office of Foreign Asset Control ("OFAC"). The list of "specially designated nationals" and "blocked persons" can be located on the United States Treasury's website at http/www.treas.gov/ofac.

For the purposes of this Notice a "sanctioned county" means any country that is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America.

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Certificate Holder: Sample	CAProtect Excess	Endorsement No.	5
Certificate Number:	SFU00000666	Effective Date:	09/01/2024
Master Policy Number:	SFMASU00001-01		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE POLLUTION EXCLUSION ENDORSEMENT (HOSTILE FIRE CARVEBACK)

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

It is understood and agreed that the Policy is modified as follows:

I. The following exclusion is added to Section V. Exclusions:

This insurance does not apply to any "claim" or "suit" arising out of, based upon or attributable to, directly or indirectly or in any way involving:

PO-A. Pollution

any liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or in any way related to:

1. the actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, release, or escape of "pollutants", however caused;
2. any request, demand, or order that any "insured" or others test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants", including demands, directives, complaints, "suits", orders, or request brought by any governmental entity or by any person or group of persons; or
3. steps taken or amounts incurred by a governmental unity or any other person or organization or test for, monitor, cleanup, remove, contain, treat, detoxify, neutralize, or assess the effects of the "pollutants".

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This exclusion will apply to any liability, costs, charges, or expense, or any judgments or settlements, arising directly or indirectly out of pollution, whether or not the pollution as sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

However, this exclusion does not apply to "bodily injury" or "property damage" caused by smoke, fumes, vapor, or soot from a "hostile fire" at any "insured's" premises or job location.

As used in this exclusion "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

II. In Section VI. Following Form Exclusions, I. Pollution is deleted in its entirety.

All other terms and conditions of the Policy remain unchanged.

SAMPLE

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Certificate Holder: Sample	CAProtect Excess	Endorsement No.	6
Certificate Number:	SFU00000666	Effective Date:	09/01/2024
Master Policy Number:	SFMASU00001-01		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUTSIDE DEFENSE PAYMENT SUBLIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

It is understood and agreed that the Policy is modified as follows:

SCHEDULE

Outside Defense Payment Sublimit: $1,000,000 in the aggregate

Notwithstanding anything to the contrary in Section III. Limits of Insurance, D., 2., solely with respect to any "claim" for a "wrongful act" under the applicable "underlying insurance" for which you have consented to use our pre-approved counsel, we will pay sums in defense of such "claim" outside of and in addition to the applicable Limits of Insurance, up to the Outside Defense Payment Sublimit stated in Schedule above. Defense cost payments in excess of the Outside Defense Payment Sublimit limit of insurance are within and will reduce all applicable Limits of Insurance as if such amounts were paid as damages.

However, the terms of this Endorsement apply only if:

1. you consent to our defense counsel selection for the "claim" and do not rescind such consent before the "claim" is finally resolved; and
2. sums paid in defense of the "claim" under the applicable "underlying insurance" are outside of and do not reduce the limits of "underlying insurance".

All other terms and conditions of the Policy remain unchanged.

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Certificate Holder: CAProtect Excess Sample

Endorsement No. 7

Certificate Number: SFU00000666

Effective Date: 09/01/2024

Master Policy Number: SFMASU00001-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA EXCESS UNINSURED MOTORISTS COVERAGE

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

SCHEDULE

Limit Of Insurance:	$1,000,000	**Each Accident**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

I. We will pay all sums the "insured" is legally entitled to recover as compensatory damages in excess of the "retained limit", from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance, or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a "claim" brought without our written consent is not binding on us.

With respect to damages resulting from an accident with a vehicle described in Paragraph (2) of the definition of "uninsured motor vehicle", we will pay only if paragraph a. or b. below applies:

a. the limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements

b. a tentative settlement has been made between an insured and the insurer of the vehicle in Paragraph (2) of "uninsured motor vehicle" and: 1) we have been given prompt written notice of such tentative settlement; and 2) advance payment to the insured in an amount necessary to equal the tentative settlement within 30 days after receipt of notification

II. For purpose of the coverage provided by this Endorsement, if the "certificate holder" is an individual, then "family members" and anyone else "occupying" a covered "auto" will be insureds under this policy.

III. In Section **V.** Exclusions, **X**. Un-Insured/Under-Insured Motorists and Similar Laws is amended to the extent necessary to provide the following:

However, this exclusion will not apply to any sums the "insured" is legally entitled to recover under this endorsement, subject to the Excess Uninsured Motorists Coverage shown in the Schedule or Declarations.

In Section **VI.** Following Form Exclusions, **A.** Auto is amended to the extent necessary to provide the following:

However, this exclusion will not apply to any sums the "insured" is legally entitled to recover under this endorsement, subject to the Excess Uninsured Motorists Coverage shown in the Schedule or Declarations.

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IV. The following is added to Section **V.** Exclusions:

UM-A. First Party Auto Coverages

any loss, cost or expense payable under or resulting from any of the following auto coverages:

1. first-party physical damage coverage;
2. no-fault coverage; or
3. personal injury protection or auto medical payments coverage.

UM-B. Uninsured Motorists Coverage Exclusions

The Excess Uninsured Motorists Coverage does not apply to any "claim" or "suit" arising out of, based upon or attributable to, directly or indirectly, or in any way involving:

1. any "claim" settled or judgment reached without our consent, unless our right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph (2) of the definition of "uninsured motor vehicle" in accordance with the procedure described in this endorsement.
2. the direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. punitive or exemplary damages.
5. "bodily injury" sustained by:
   a. an individual Named Insured while "occupying" or when struck by a vehicle owned by that individual Named Insured that is not a covered auto for Excess Uninsured Motorists Coverage in the underlying insurance for Uninsured Motorists Coverage
   b. any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered auto for Excess Uninsured Motorists Coverage in the underlying insurance for Uninsured Motorists Coverage; or
   c. any insured with respect to damages for pain, suffering, mental anguish or inconvenience unless the bodily injury consists in whole or in part of: (i) significant and permanent loss of an important bodily function; (ii) permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement; (iii) significant and permanent scarring or disfigurement; or (iv) death.
6. bodily injury arising directly or indirectly out of: (i) war, including undeclared or civil war; (ii) 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 (iii) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

V. The following is added to Section **III.** Limits of Insurance:

Regardless of the number of covered "autos", "insureds", premiums paid, "claims" made, or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident in excess of the "retained limit" is the limit of Excess Uninsured Motorists Coverage shown in the Schedule or Declarations. The limit of Excess Uninsured Motorists Coverage is not subject to the Each Occurrence Limit (Liability Coverage) shown in the Declarations.

VI. Solely for purposes of this endorsement, the following definitions are added to Section **VII.** Definitions:

UM-A. "Coverage Territory" means the United States of America, its territories and possessions, Puerto Rico, and Canada.

UM-B. "Family Member" means a person related to an individual "certificate holder" by blood, marriage or adoption who is a resident of such "certificate holder's" household, including a ward or foster child.

UM-C. "Occupying" means in, upon, getting in, on, or out of.

UM-D. "Uninsured motor vehicle" means a land motor vehicle or trailer:

1. for which no liability bond or policy applies at the time of an accident;
2. that is an underinsured motor vehicle. An "underinsured motor vehicle" means a land motor vehicle or trailer to which a bodily injury liability bond or policy applies at the time of an accident but the amount paid for bodily injury under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages;

3. for which an insuring or bonding company denies coverage or is or becomes insolvent; or

4. for which neither the driver nor owner can be identified. The land motor vehicle or trailer must: (i) Hit an individual "certificate holder" or any "family member", a covered "auto" or a vehicle such "certificate holder" or any "family member" are "occupying"; or (ii) cause an accident resulting in bodily injury to an individual "certificate holder" or any "family member" without hitting that "certificate holder", any "family member", a covered auto or a vehicle such "certificate holder" or any "family member" are "occupying".

   If there is no physical contact with the land motor vehicle or trailer, the facts of the accident must be proved. We will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

a. owned by a governmental unit or agency;

b. designed for use mainly off public roads while not on public roads; or

c. owned by or furnished or available for the regular use of the "certificate holder" or any "family member" unless it is a covered auto to which the Coverage Form's Liability Coverage applies and liability coverage is excluded for any person or organization other than the "certificate holder" or, if the "certificate holder" is an individual, any "family member".

VII. Solely for purposes of this endorsement, the following conditions are added to Section **VIII.** Conditions:

UM-A. You must promptly notify the policy of any accident if a hit-and-run driver is involved, and promptly send us copies of the legal papers if a "suit" is brought.

Any person seeking coverage from an insurer, owner or operator of a vehicle described in the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the insured and the insurer and allow us to advance payment to that "insured" in an amount necessary to equal the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

UM-B. If we and an insured do not agree whether a person is entitled to recover damages under this endorsement or as to the amount of recoverable damages, then we may agree to arbitration of the matter. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

If we and an "insured" agree to arbitration, the **Florida Arbitration Act** will not apply.

VIII. In Section VIII. Conditions, O. Transfer of Rights of Recovery Against Others to Us is amended to the extent necessary to provide the following:

However, this provision will not apply to any damages caused by an accident involving an underinsured motor vehicle if we have been given prompt notice of the settlement and have failed to advance payment to the "insured" as described in this endorsement. If we advance payment to the "insured" in an amount necessary to equal the tentative settlement within 30 days after receipt of notification, we will have the right to recover such advance payment.

All other terms and conditions of the Policy remain unchanged.

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Certificate Holder: Sample	CAProtect Excess	Endorsement No.	8
Certificate Number:	SFU00000666	Effective Date:	09/01/2024
Master Policy Number:	SFMASU00001-01		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

DECLARATIONS

I. In Item 5. Premium of the Declarations, B. Minimum Earned Premium is deleted in its entirety.

II. Section **VIII. Conditions**, Paragraph **D.** Cancellation is replaced by the following:

D. Cancellation

1. You may cancel this Policy before the end of the "policy period." To do so, you must mail or deliver advance written notice to us stating the day and hour the cancellation takes effect.
2. We may cancel this Policy before the end of the "policy period." If we cancel because of nonpayment of premium, we must mail or deliver advance written notice to you at least ten (10) before the cancellation takes effect. If we cancel for any other reason, we must mail or deliver advance written notice to you at least:
   a. Thirty (30) days before cancellation takes effect, if this Policy has been in effect for ninety (90) days or less; or
   b. Forty-five (45) days before cancellation takes effect, if this Policy has been in effect for more than ninety (90) days.
3. Any notice of cancellation will state the date cancellation takes effect and the reason(s) for cancellation. Mailing that notice to you at your mailing address shown in Item 1. of the "certificate of coverage" will be sufficient notice of cancellation, and proof of such mailing will be sufficient proof of notice.
4. If this Policy has been in effect for more than ninety (90) days, we may cancel this Policy only for one or more of the following reasons:
   a. Nonpayment of premium;
   b. If there has been a material misstatement;

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c. Failure to comply with the underwriting requirements established by us within ninety (90) days of the effective date of coverage;

d. A substantial change in the risk covered by the Policy or;

e. When the cancellation is for all insureds under such policies for a given class of insureds.

5. If you or we cancel, the "policy period" ends when the cancellation takes effect.

6. If we cancel, final premium will be calculated pro rata based on the time this Policy was in force.

7. If you cancel, final premium may be more than pro rata; it will be based on the time this Policy was in force and may be increased by our short rate cancellation table and procedure. In such event, the unearned premium will be computed at ninety percent (90%) of pro rata.

8. Premium adjustment will be made within fifteen (15) working days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

9. The first "certificate holder" will act on behalf of all other "insureds" with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.

10. Any of these provisions that conflicts with an applicable law that controls the cancellation of this Policy is changed by this statement to comply with the minimum mandatory requirements of that law.

III. Section **VII. Conditions**, Paragraph **L.** Premium is replaced by the following:

L. Premium

The first "certificate holder" will be responsible for payment of all premiums when due.

The premium for this Policy will be computed on the basis set forth in Item 5. of the "certificate of coverage." At the beginning of the "policy period," you must pay us the Advance Premium shown in Item 5.A. of the "certificate of coverage."

When this Policy expires or if it is canceled, we will compute the earned premium for the time this Policy was in force. If this Policy is subject to audit adjustment, the actual exposure basis will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you.

IV. Section **VIII. Conditions**, Paragraph **T.** When Loss is Payable is replaced by the following:

T. When Loss is Payable

Coverage under this Policy does not apply unless and until the "insured" or its underlying insurer is obligated to pay the "retained limit."

When you and we agree in writing to the settlement of a claim, we will tender payment according to the terms of such agreement no later than twenty (20) days after such settlement is reached.

Any judgment or decree for the recovery of money entered against us shall be fully satisfied within sixty (60) days from and after the entry thereof or, in the case of an appeal from such judgment or decree, within sixty (60) days from and after the affirmance of the same by the appellate court.

We may, at our sole discretion, advance on behalf of an "insured" sums within the "retained limit" in order to effect settlement of a "claim" or "suit." If we do so, you will promptly reimburse us for any such amount we advance on behalf of any "insured."

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V. The following is added to Section **VIII. Conditions**:

Coverage Information Requests and Complaint Issues

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling us at 1-646-356-8101.

Non-Renewal and Renewal

We shall provide you at least forty-five (45) days' advance written notice of non-renewal or of the renewal premium. If the Policy is not to be renewed, the written notice shall state the reason(s) as to why the Policy is not to be renewed. Mailing that notice to you at your mailing address shown in Item 1. of the "certificate of coverage" will be sufficient notice of cancellation, and proof of such mailing will be sufficient proof of notice.

VI. All references to Minimum Earned Premium contained in any endorsement attached to and forming a part of this policy are deleted in their entirety.

All other terms and conditions of the Policy remain unchanged.

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Certificate Holder: Sample	CAProtect Excess	Endorsement No.	9
Certificate Number:	SFU00000666	Effective Date:	09/01/2024
Master Policy Number:	SFMASU00001-01		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COUNTERSIGNATURE ENDORSEMENT

This Policy is amended by the addition of the following:

Signature of Insurance Agent

Thomas Lane

Insurance Agent (Print Name)

E183306

Insurance Agent License Number

08/08/2024

Date

All other terms and conditions of this Policy remain unchanged.

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