



## RESOURCES TO HELP YOUR BUSINESS GROW!

As a policyholder through USLI or Devon Park Specialty, you have access to many free and discounted services through the Business Resource Center that will assist you in operating, growing and protecting your business. Consider the following services and associated cost savings when deciding where to place your insurance!



### HUMAN RESOURCES

- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Resources for recruiting and training as well as termination and administration



### PRE-EMPLOYMENT AND TENANT SCREENINGS

- » Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- » Best practices for performing a background check
- » Discounted tenant and drug screenings and motor vehicle reports (MVRs)



### PAYROLL AND TAXES

- » Discounted payroll processing and tax services tailored for either a small or large business



### CYBER RISK

- » Materials about securing personal and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan



### MARKETING

- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage



### SAFETY

- » Free on-site safety and occupational health consultation for your business
- » Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol and food server safety training for your staff and servers
- » Discounted CPR and first aid training
- » Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse, and more



Try our cost-savings calculator to see how much you could save!



## 24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day/7 days a week.

**For claim reporting, call toll free 1-888-875-5231 or visit [USLI.COM](http://USLI.COM) and select the “report a claim” option.**

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.



**USLI.COM**  
**888-523-5545**

# UNITED STATES LIABILITY INSURANCE GROUP

## CONSUMER DISCLOSURE NOTICE

### CALIFORNIA

**Please contact the agent or broker that has delivered your policy if you have questions or need assistance. If you need the telephone number of the agent or broker or need other assistance, please contact us at:**

**1190 Devon Park Drive, Wayne, PA 19087  
Toll Free Direct 1-888-523-5545  
Compliance Department**

**Before you file a complaint with the California Department of Insurance, you should first contact the insurance company, agent or broker in an effort to resolve the issue(s). If you do not reach a satisfactory resolution of the issue(s), then contact the California Department of Insurance.**

**You may contact the California Department of Insurance to obtain information or make a complaint.**

**California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
1-800-927-HELP (4357) or 213-897-8921  
TDD Number: 1-800-482-4TDD (4833)  
[www.insurance.ca.gov](http://www.insurance.ca.gov)**

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**NEW**  
Renewal of Number  
**POLICY DECLARATIONS**

**United States Liability Insurance Company**  
**1190 Devon Park Drive, Wayne, Pennsylvania 19087**  
A Member Company of United States Liability Insurance Group

**No. XL 1626141**

NAMED INSURED AND ADDRESS:  
**MOUNTAIN VALLEY ASSOCIATION**  
**11408 HALTER DR**  
**TEHACHAPI, CA 93561**

POLICY PERIOD: (MO. DAY YR.) From: 04/12/2022 To: 04/12/2023  
FORM OF BUSINESS: Non-Profit Corporation

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

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

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


	PREMIUM
Excess Liability Coverage	\$530.00
Wholesaler Broker Fee	\$50.00
<b>TOTAL:</b>	<b>\$580.00</b>

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue  
**See Endorsement EOD (1/95)**

Agent: **J.E. BROWN & ASSOCIATES (1764)**  
**303 Lennon Lane**  
**Walnut Creek, CA 94598**

Issued: **04/14/2022 10:26 AM**

Broker: Insurance Services of the West  
2633 Lincoln Blvd #331  
Santa Monica, CA 90405

By:   
Authorized Representative

UPD (08-07) **THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.**

## EXTENSION OF DECLARATIONS

Policy No. XL 1626141

Effective Date: **04/12/2022**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

### FORMS AND ENDORSEMENTS

**The following forms apply to the policy**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
IUL100	07/06	Expected or Intended Injury Exclusion
IUL117	09/10	Nuclear Energy Liability Exclusion (Broad Form)
Jacket	07/19	Policy Jacket
L-549	12/07	Absolute Professional Liability Exclusion
L-648CA	11/05	California State Amendatory Endorsement
TRIADN	12/20	Disclosure Notice of Terrorism Insurance Coverage
XL 465	12/16	Exclusion - Unmanned Aircraft
XL101	05/07	Automobile Exclusion
XL-542	12/20	Exclusion of War and Certified Acts of Terrorism
XLP	07/05	Excess Liability Policy

**EXCESS LIABILITY COVERAGE DECLARATIONS**

**Policy No. XL 1626141**

Effective Date: 04/12/2022  
12:01 AM STANDARD TIME

**LIMITS OF INSURANCE**

Each Occurrence Limit	<b>\$1,000,000</b>
Personal & Advertising Injury Limit	<b>\$1,000,000</b>
Products/Completed Operations Aggregate Limit	<b>Included</b>
General Aggregate Limit (other than Products/Completed Operations)	<b>\$1,000,000</b>

**SELF INSURED RETENTION**

**\$0**

**LOCATION OF COVERAGE**

<i>Location</i>	<i>Address</i>	<i>Territory</i>
PER UNDERLYING POLICY/POLICIES		

**SCHEDULE OF UNDERLYING INSURANCE ATTACHED**

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

**See Form EOD (01/95)**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

## SCHEDULE OF UNDERLYING INSURANCE

Attached to and forming part of Policy No. **XL 1626141**

<i>Underlying Carrier</i>	<i>General Liability</i>	<i>Limits of Insurance</i>
United States Liability Insurance Group NPP1610378 04/12/2022 - 04/12/2023	Each Occurrence	\$1,000,000
	Personal & Advertising Injury	\$1,000,000
	Products/Completed Operations Aggregate	Included
	General Aggregate	\$2,000,000



**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA POLICY  
EXCESS LIABILITY POLICY**

**Expected or Intended Injury Exclusion**

This policy does not insure against loss or expense, including but not limited to the cost of defense, as a result of:

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

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

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

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA POLICY  
EXCESS LIABILITY POLICY**

**NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)**

It is agreed that **COMMERCIAL UMBRELLA POLICY, V. EXCLUSIONS, 12.**, and **EXCESS LIABILITY POLICY, V. EXCLUSIONS, 13.**, are deleted in their entirety and replaced with the following:

Any liability:

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

As used in this exclusion:

- 1) "Hazardous properties" includes radioactive, toxic or explosive properties
- 2) "Nuclear facility" means:
  - (a) Any "nuclear reactor";
  - (b) Any equipment or device designed or used for:
    - (1) separating the isotopes of uranium or plutonium;
    - (2) processing or utilizing "spent fuel"; or
    - (3) handling, processing or packaging "waste"
  - (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium or Uranium 233 or any combination thereof, or more than two hundred fifty (250) grams of Uranium 235;
  - (d) Any structure, basin, excavation, premises or place prepared or used for the disposal of "waste" and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- 3) "Nuclear material" means "source material", "Special nuclear material" or "by-product material".
- 4) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; "property damage" includes all forms of radioactive contamination of property.
- 5) "Source material", "special nuclear material", and "by product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 6) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- 7) "Waste" means any waste material:
  - (a) containing "by-product material" other than the tailings or "wastes" produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
  - (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

# **UNITED STATES LIABILITY INSURANCE GROUP**

A STOCK COMPANY

A BERKSHIRE HATHAWAY COMPANY

1190 Devon Park Drive  
Wayne, PA 19087-2191  
888-523-5545 – [USLI.COM](http://USLI.COM)

# **INSURANCE**

# **POLICY**

This policy jacket together with the policy declarations, coverage forms and endorsements, if any, complete this policy.

The enclosed declarations designates the issuing company.

# INSURANCE POLICY

Read your policy carefully!

**In Witness Whereof**, the company has caused this Policy to be executed and attested. Where required by law, this Policy shall not be valid unless countersigned by a duly authorized representative of the company.

Secretary



President



**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL UMBRELLA POLICY  
EXCESS LIABILITY POLICY**

**ABSOLUTE PROFESSIONAL LIABILITY EXCLUSION**

This policy does not insure against loss or expense, including but not limited to the cost of defense, arising out of or resulting from, directly or indirectly, the rendering of or failure to render professional services of any kind, or any error or omission, malpractice or mistake in the rendering of professional services of any kind, committed or alleged to have been committed by or on behalf of any insured.

This exclusion applies to all loss sustained by any person, including emotional distress, whether alleged, threatened or actual including but not limited to negligence or other wrongdoing with respect to:

- a. Hiring, placement, employment, training, supervision or retention of a person for whom any Insured is or ever was legally responsible; or
- b. Investigation or reporting to the proper authorities, or failure to so report; or
- c. The failure to protect any person while that person was in the Insured's care, custody or control.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA POLICY  
EXCESS LIABILITY POLICY**

**CALIFORNIA STATE AMENDATORY ENDORSEMENT**

To be attached to and form a part of all Commercial Umbrella and Excess Liability Policies written in the state of California.

It is hereby agreed that:

1. Section VII. CONDITIONS, Paragraph 13 is deleted and replaced in its entirety by the following:

**13. Cancellation**

a. *Cancellation*

The first Named Insured may cancel this policy by mailing or delivering to us advance written notice of cancellation.

If this policy has been in effect for more than sixty (60) days or after the effective date of renewal, this policy may only be cancelled by us or on our behalf for one of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation;
- (3) A proven violation of law which materially increases any of the risks insured against;
- (4) An act or failure to act on the part of the Insured which materially increases any of the risks insured against;
- (5) Failure of the Insured to abide by policy conditions if that failure materially increases any of the risks insured against;
- (6) The Company's loss of reinsurance; or
- (7) A material change in the risk.

We shall mail or deliver written notice of cancellation to the first Named Insured at the address shown in the Declarations and to the producer of record, if applicable, at least ten (10) days before the effective date of cancellation if we cancel for a reason listed in (1) or (2) above or thirty (30) days before the effective date of cancellation if we cancel for any reason listed in (3) through (7) above. The mailing of any notice of cancellation shall be sufficient notice and the effective date of cancellation shall become the end of the policy period.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section, 102 (1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

### **REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE**

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

<b>X</b>	<b>I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.</b>
	<b>I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.</b>

On File with the Company \_\_\_\_\_  
Applicant Name (Print)  
Signature on File with the Company \_\_\_\_\_  
Authorized Signature

MOUNTAIN VALLEY ASSOCIATION \_\_\_\_\_  
Named Insured  
On File with the Company \_\_\_\_\_  
Date



This endorsement modifies insurance provided under the following:

**EXCESS LIABILITY POLICY**

**EXCLUSION – UNMANNED AIRCRAFT**

1. **V. EXCLUSIONS** is amended to include:

**Unmanned Aircraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”.

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

2. **VI. DEFINITIONS** is amended to include:

“Unmanned aircraft” means an aircraft that is not:

- a. Designed;
  - b. Manufactured; or
  - c. Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.

All of the terms and conditions of this policy remain the same. This endorsement is a part of your policy. It takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**EXCESS LIABILITY POLICY**

**AUTOMOBILE EXCLUSION**

This policy does not insure against "damages", including but not limited to the cost of defense, arising directly or indirectly, resulting from, based upon, happening through or in any way involving an "auto" including but not limited to uninsured motorist coverage or underinsured motorist coverage of any kind regardless of whether there is "underlying insurance" for such "damages" or coverage.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**EXCESS LIABILITY INSURANCE**

**EXCLUSION OF WAR AND CERTIFIED ACTS OF TERRORISM**

It is hereby agreed that:

1. Section V. EXCLUSIONS, Exclusion 7. is deleted and replaced in its entirety by the following:

7. Any liability incurred by an Insured directly or indirectly resulting from, based upon, happening through, in consequence of, or in any way involving any actual or alleged:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority, *dejure* or *defacto*, using military personnel or other agents;
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
  - d. "Certified acts of terrorism", including any action taken in hindering or defending against an actual or expected incident involving "a certified act of terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

2. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of any terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or policy, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.

3. The following is added to VI. DEFINITIONS:

- a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2019 ("The Act"). The Act sets forth the following criteria for a "certified act of terrorism":
  - (1) The act resulted in insured losses in excess of \$5 million in the aggregate and
  - (2) The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

# EXCESS LIABILITY POLICY

In this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us”, and “our” refer to the company shown in the Declarations. Other words and phrases that appear in quotations have special meanings. Refer to **Section VI. Definitions** for their meanings.

The word Insured means any person or organization qualifying as such under **Section IV. Who is an Insured**.

In return for the payment of the premium, in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy, we agree with you as follows:

## I. INSURING AGREEMENTS

This policy is excess insurance and follows the “underlying insurance” except as otherwise stated in this policy.

1. We will pay those sums that the Insured must legally pay in excess of the sums payable as “damages” in the “underlying insurance” or which would have been payable but for the exhaustion of the applicable Limit of Insurance.
2. This insurance applies only if:
  - a. The “damage” takes place in the “coverage territory”; and
  - b. The “damage” first occurs during the policy period.
3. We have no other obligation or liability to pay sums or perform acts or services except those shown under **II. Defense Settlements**.
4. In any jurisdiction where we are prevented by law or otherwise from paying on the Insured’s behalf, we will indemnify the Insured instead, and paragraph 1. above shall be deemed changed accordingly.
5. This policy is subject to the terms of the “underlying insurance” except:
  - a. That the amounts or limits of liability, policy period and conditions relating to the premium, subrogation, other insurance, obligation to investigate and defend, and cancellation or non-renewal, and any renewal agreement of “underlying insurance” do not apply to this insurance;
  - b. That where the “underlying insurance” has an aggregate limit of liability, such aggregate limit shall not, for purpose of determining when this insurance applies, be reduced or exhausted by any payment relating to any act, error, omission, injury, damage, or offense which occurs before the effective date shown in the Declarations of this policy.
  - c. For any obligation to provide or to pay for legal defense. Legal defense is covered by this insurance only as shown under **II. Defense Settlements**.
6. Settlement of any “claim” or “suit” for an amount in excess of available “underlying insurance” by any underlying insurer shall not be binding on us unless we consent in writing.

## II. DEFENSE SETTLEMENTS

1. We will pay “defense expenses” only as follows:
  - a. When “defense expense” payments of any “underlying insurance” reduce the Limits of Insurance provided by that policy, then any such expense payment made under this policy will reduce the Limits of Insurance as stated in the Declarations.
  - b. When “defense expense” payments of any of the “underlying insurance” do not reduce the

Limits of Insurance provided by those policies, then any such expense payment made under this policy will not reduce the Limits of Insurance as stated in the Declarations.

2. We will have no duty to defend any “claim” or “suit” that any other insurer has a duty to defend until the full limit of “underlying insurance” has been paid as a judgment or in a “full and final settlement”. If we elect to join in the defense of such “claims” or “suits”, we will pay all expenses we incur.  
  
You shall give us the opportunity to associate with you or the underlying insurers or both in the defense and control of any “claims”, “suits”, or proceedings that involve or appear likely to involve this insurance. You and your insurers shall cooperate with us in the defense of such “claim”, “suit” or proceeding.
3. We will defend any “suit” which is likely to involve us for “damages” payable under this policy but which are not payable by a policy of “underlying insurance”, or any other available insurance, because:
  - a. Such “damages” are not covered by such underlying or other insurance; or
  - b. The “underlying insurance” has been exhausted by the payment of claims.
4. We may investigate and settle any “claim” or “suit” in **3.** above at our discretion.
5. Our duty to pay “defense expenses” in **3.** above ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.
6. We will pay with respect to any “claim” or “suit” we defend in **3.** above:
  - a. All expenses we incur.
  - b. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the Insured at our request to assist us in the investigation and defense of the “claim” or “suit”, including actual loss of earnings up to \$100 a day because of the time taken off from work.
  - d. All costs taxed against the Insured in the “suit”
  - e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have:
    - (1) Paid or offered to pay; or
    - (2) Deposited in court;
 the part of the judgment that is within the applicable Limit of Insurance.
7. In any jurisdiction outside the United States of America (including its territories and possessions), Puerto Rico, and Canada where we may be prevented by law or otherwise from carrying out this agreement:
  - a. The Insured must arrange to investigate, defend or settle any “claim” or “suit”.
  - b. The Insured will not make any settlement without our consent.
  - c. We will pay expenses incurred with our consent.

### **III. LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. “Claims” or “suits” brought; or
  - c. Persons or organizations making “claims” or bringing “suits”.
2. The Limit of Insurance stated in the Declarations is the most we will pay for “damages” arising out of any one “occurrence”. Each payment we make for such “damages” reduces by the amount of the payment the General Aggregate Limit. This reduced limit will then be the total Limit of Insurance available for any further “damages”.
3. The Limit of Insurance stated in the policy Declarations as the General Aggregate Limit is the most we will pay under this policy.
4. Our obligations under this policy end when the applicable Limit of Insurance available is used up.
5. The limits 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 shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

## IV. WHO IS AN INSURED

1. Except as limited in 2. below, each person or organization who is an insured in the “underlying insurance” is an insured under This policy.
2. Each person or organization who is a Named Insured on any underlying policy but is not a Named Insured on this policy is not an insured under this policy.  
  
Nor are any of the following an insured under this policy:
  - a. “Employees”;
  - b. “Volunteer workers”; or
  - c. Any person or organization acting as real estate manager of a Named Insured on any underlying policy who is not a Named Insured on this policy.
3. No person or organization is an Insured with respect to the operations or conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations of this policy.

## V. EXCLUSIONS

This policy incorporates by reference all exclusions now or hereafter contained in the “underlying insurance” as though fully set forth in this policy. Where a common exclusion exists, in this policy and the “underlying insurance”, the exclusion that is more restrictive of coverage will apply. In addition, this policy does not apply to:

1. Any “damage” not covered by the “underlying insurance”.
2. Liability imposed on the Insured under any of the following laws:
  - a. Employee’s Retirement Income Security Act (E.R.I.S.A.) of 1974;
  - b. Jones Act (vessels and seaman exposures);
  - c. Federal Employers Liability Act (railroad workers);
  - d. Migrant and Seasonal Agricultural Workers Protection Act (migrant farm workers);
  - e. “Damages” awarded under the provisions of the Racketeer Influenced and Corrupt Organization Act 18 U.S.C Sections 1961-68 (1970) (RICO);
  - f. Any other federal or state employers liability, workers compensation, unemployment compensation, disability benefits law or any other similar law.and amendments thereto.
3. Any obligation of an insured under any employee benefit program, including but not limited to group life insurance, group accident or health insurance, pension plans, employee stock subscription plans, workers compensation, unemployment insurance, social security and disability benefits, and any other similar employee benefits programs.
4. “Damages” which an insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for “damages”:
  - a. That an insured would have in the absence of the contract or agreement; or
  - b. Assumed in a contract or agreement that is an “insured contract”, provided the “damage” occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an “insured contract”, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be “damages”, provided:
    - (1) Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same “insured contract”; and
    - (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
5. Any:
  - a. “Bodily injury”, “property damage”, or “personal and advertising injury”;
  - b. “Damages” for devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space;

- c. Loss, cost or expense, including but not limited to fines and penalties, arising out of any governmental direction or request, or any private party or citizen action, that an insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize “pollutants”, “organic pathogens”, “silica”, asbestos, or lead; or
- d. Litigation or administrative procedure in which an insured may be involved as a party;

arising directly, indirectly, or in concurrence or in any sequence out of actual, alleged or threatened existence, ingestion, inhalation, absorption, discharge, dispersal, release or escape of “pollutants”, “organic pathogens”, “silica”, asbestos, or lead, whether or not such actual, alleged or threatened existence, ingestion, inhalation, absorption, discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

In addition, this insurance does not apply to any “bodily injury”, “property damage”, “personal and advertising injury”, loss, cost or expense arising out of or related to any form of “pollutant”, “organic pathogens”, “silica”, asbestos, or lead whether or not such actual, alleged or threatened existence, ingestion, inhalation, absorption, discharge, dispersal, release or escape is intentional, or whether or not such injury, damage, devaluation, cost or expense is expected or intended from the standpoint of the Insured.

This exclusion applies even if the “pollutant”, “organic pathogen”, “silica”, asbestos, or lead has a function in, or is used by you in your business, operations, premises, site or location.

- 6. “Bodily injury” or “personal and advertising injury” arising out of:
  - a. Refusal to employ;
  - b. Termination of employment;
  - c. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions; or
  - d. Consequential “bodily injury” as a result of **a.**, **b.** or **c.** above.
  - e. Consequential “personal and advertising injury” to the spouse, child, parent brother or sister of that person at whom **a.**, **b.** or **c.** above is directed.

This exclusion applies 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 injury.

- 7. Any liability incurred by an Insured directly or indirectly resulting from, based upon, happening through, in consequence of, or in any way involving any actual or alleged:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority, de jure or de facto, using military personnel or other agents;
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
  - d. “Terrorism”, including any action taken in hindering or defending against an actual or expected incident of “terrorism”

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

- 8. Any liability for punitive or exemplary damages. If a “suit” is brought against the Insured or persons insured hereunder and falls within the coverage provided by this policy, seeking both compensatory damages and punitive or exemplary damages, no coverage shall be provided by the policy for any cost, interest, costs of defense or “damages” attributable to punitive or exemplary damages.
- 9. This insurance does not apply to “damages” arising directly or indirectly out of any action or omission that violates or is alleged to violate:
  - a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
  - b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
  - c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating, or distribution of material or information.
- 10. “Bodily injury”, “property damage”, or “personal and advertising injury” caused by an Insured covered by this policy against any other Insured.

11. Any "claim" for Uninsured Motorists or Underinsured Motorists coverage, Personal Injury Protection, Property Protection or similar no-fault coverage by whatever name called, unless this policy is endorsed to provide such coverage.
12. "Property damage" to premises rented to you.
13. Nuclear Energy Liability (Broad Form Exclusion) refer to policy jacket.
14. Any locations, premises, operations, or projects not covered by the "underlying insurance".
15. "Bodily injury", "property damage" or "personal and advertising injury" covered by a policy of insurance which provides lower limits of liability than are shown for that coverage in the Schedule of Underlying Insurance.
16. "Bodily injury", "property damage", or "personal and advertising injury" arising out of any "claim" or "suit" in which the Insured or the Insured's legal representative or any "underlying insurance" acting on behalf of the Insured has entered into a settlement or agreement with a claimant without our prior written consent.

## VI. DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means
  - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
  - a. "Bodily injury" also includes bodily injury, sickness or disease caused by mental anguish or emotional distress.
4. "Claim" means a written demand for "damages" or services.
5. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
  - c. All other parts of the world if the injury or "damage" arises out of:
    - (1) Goods or products made or sold by you in the territory described in **a.** above;
    - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the Insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

6. "Damages" are all sums that the Insured is legally obligated to pay due to "bodily injury", "property damage", or "personal and advertising injury" covered by this policy.
  - a. "Damages" includes interest that accumulates on a civil court judgment from the time the "suit" is brought until the court enters the final judgment.
  - b. "Damages" includes "defense expense" but only if included in the "underlying insurance".



- c. "Damages" does not include fines, penalties, sanctions, taxes, or the multiplied portion of any damage award or other damages deemed uninsurable under the law pursuant to which the policy shall be construed.
7. "Defense expense" means payments allocated to a specific "claim" or "suit" for its investigation, settlement or defense, including:
- a. Attorney fees and all other litigation expenses;
  - b. Up to \$250 for the cost of all bonds required because of traffic law violations arising out of the use of any vehicle to which the "bodily injury" liability coverage applies;
- "Defense expense" does not include:
- a. Salaries or expenses of our "employees" or "employees" of the Insured, other than that portion of our employed attorney's fees, salaries and expenses allocated to a specific "claim" or "suit";
  - b. Fees or expenses of the independent adjusters we hire;
  - c. The cost of bonds to appeal a judgment or award in any "suit" we defend;
  - d. Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment within Section **II. Defense Settlements**.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Full and final settlement" means an agreement ending a dispute or "suit" resulting in settlement and release of all pending claims between the parties.
11. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "Insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
12. "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".
13. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
14. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in **a., b., c. or d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

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

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

- 15. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All "damages" that arise from exposure to the same general conditions are considered to arise out of one "occurrence".
- 16. "Organic pathogen" means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria, or virus, including but not limited to their byproduct such as mycotoxin, mildew, or biogenic aerosol.
- 17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- 18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, toxic materials, "volatile organic compound" and gases therefrom, radon, combustion byproducts and "waste".

"Volatile organic compound" means any compound which discharges organic gases as it decomposes or evaporates, examples of which include but are not limited to formaldehyde, pesticides, adhesives, construction materials made with organic chemicals, solvents, paint varnish and cleaning products.

"Waste" means any property intended to be disposed, recycled, reused, reconditioned or reclaimed.

- 19. "Products-completed operations":
  - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - 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.
      - 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.

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

20. "Property damage" means:

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

For the purposes of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 21. "Silica" means silica in any form and any of its derivatives, including but not limited to silica dust, silicon dioxide, crystalline silica, quartz, or non-crystalline (amorphous) silica.
- 22. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or

"personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

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

23. "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.

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

- a. That involve the following or preparation of the following:
  - (1) Use or threat of force or violence;
  - (2) Commission or threat of a dangerous act; or
  - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b. When one or both of the following applies:
  - (1) The effect is to intimidate or coerce a government, or to cause chaos among the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - (2) It is reasonable to believe the intent is to intimidate or coerce a government, or to seek revenge or retaliate, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

25. "Underlying insurance" means the insurance policies listed in the Schedule of Underlying Insurance, including any renewals or replacements thereof, which provide the identical underlying coverages and limits stated in the Schedule of Underlying Insurance. The limit of Underlying Insurance includes any deductible amount and any participation of the Insured above or beneath any such policy, less the amount, if any, by which the aggregate limit of such insurance has been reduced by payment of loss with respect to "bodily injury", "property damage", or "personal and advertising injury" taking place after the effective date of this

- policy. The coverage and limits of such policies shall be deemed to be applicable regardless of:
- a. Any defense which the underlying insurer may assert because of the Insured's failure to comply with any conditions of any such policy;
  - b. The actual or alleged insolvency, financial impairment or bankruptcy of the underlying insurer of any Insured; or
  - c. Cancellation or termination of the underlying policy.
26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
27. "Your product":
- a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - i. You;
      - ii. Others trading under your name; or
      - iii. A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
28. "Your work":
- a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
    - (2) The providing of or failure to provide warnings or instructions.

## VII. CONDITIONS

1. **Premium**
  - a. The advance premium stated in the Declarations is a deposit premium only, unless otherwise specified. Upon termination of this policy, the final premium shall be computed in accordance with the rate and minimum premium stated in the Declarations. If the final premium thus computed exceeds the advance premium paid, the first Named Insured shall pay the excess to us.
  - b. The first Named Insured shall maintain adequate records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to us at the end of this policy period, as we may direct. Any minimum premium shown in the Declarations shall be fully earned and not subject to return upon audit of this insurance.
2. **Inspection and Audit**
  - a. We shall be permitted but not obligated to inspect your property and operations at any time during the policy period. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule, regulation, or code.
  - b. We may examine and audit your books and records at any time during the policy period and extensions thereof and up to three years after the final termination of this policy, insofar as they relate to the subject matter of this insurance.
3. **Notice of Occurrence, Claim, Offense or Suit**

As soon as practicable, you will notify us of any "occurrence", "claim", offense, or "suit" that has the potential to involve payment equal to or greater than twenty-five percent (25%) of the limits of liability of the "underlying insurance". Notice shall be given to us or our authorized representative in writing by you or your authorized representative. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information

respecting the time, place and circumstances of the “occurrence”, “claim”, offense or “suit”, the names and addresses of the injured and of available witnesses.

**4. Assistance and Cooperation of the Insured**

- a. The Insured shall cooperate with us and shall comply with all terms and conditions of this policy and shall cooperate with the underlying insurers as required by the terms of the “underlying insurance” and comply with all the terms and conditions thereof.
- b. The Insured shall enforce any right of contribution or indemnity against any person or organization who may be liable to the Insured because of “bodily injury”, “property damage” or “personal and advertising injury” with respect to which insurance is afforded under this policy or any of the “underlying insurance” policies.

**5. Action Against Us**

- a. No action shall lie against us unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured’s obligation to pay shall have been finally determined by a “full and final settlement”.
- b. Once the conditions in 5.a. above have been satisfied, any person or organization or the legal representative thereof shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Bankruptcy or insolvency of the Insured or of the Insured’s estate shall not relieve us of any of our obligations hereunder.
- c. No person or organization shall have any right under this policy to join us as a party to any action against the Insured to determine the Insured’s liability, nor shall the Insured’s legal representative impede us.

**6. Appeals**

In the event the Insured or the Insured’s underlying insurer elects not to appeal a judgment in excess of the “underlying insurance”, we may elect to make such appeal, at our cost and expense, and shall be liable in addition to the applicable Limit of Insurance, for the taxable costs, disbursements and additional interest incidental to such appeal.

**7. Other Insurance**

The insurance afforded by this policy shall be excess insurance over all “underlying insurance” covering a loss covered by this policy whether or not valid and collectible. It shall also be excess insurance over all other valid and collectible insurance (except other insurance purchased specifically to apply in excess of

this insurance) that is available to the Insured, covering a loss also covered by this policy, not described in the Schedule of Underlying Insurance.

**8. Subrogation**

- a. In the event of any payment under this policy, we shall participate with the Insured and any underlying insurer in the exercise of all the Insured’s rights of recovery against any person or organization liable therefore, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights.
- b. Recoveries shall be applied in the following order:
  - (1) To reimburse any interest (including the Insured’s) that may have paid any amount with respect to liability in excess of our Limit of Insurance hereunder;
  - (2) To reimburse us up to the amount paid hereunder, along with any other insurers having a proportionate interest at the same level
  - (3) To reimburse such interests (including the Insured’s) with respect to which this insurance is excess, as are entitled to claim the residue, if any.
- c. A different apportionment may be made to effect settlement of a “claim” by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

**9. Changes**

Notice to any person, or knowledge possessed by any person, shall not effect waiver or a change in any part of this policy, or stop us from asserting any rights under the terms of this policy with respect to any requirements as to “underlying insurance”; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by our authorized representative.

**10. Assignment**

- a. Assignment of interest under this policy shall not bind us until our consent is endorsed hereon; if however, you shall die, such insurance as is afforded by this policy shall apply
  - (1) To your legal representative, but only while acting within the scope of their duties as such; and
  - (2) With respect to your property, to the person having proper temporary custody thereof, as

Insured, but only until the apportionment and qualification of the legal representative.

**11. Maintenance of Underlying Insurance**

- a. You agree to maintain all insurance policies affording in total the coverage and limits as stated in the Schedule of Underlying Insurance in full force and effect during this policy period except for reduction of aggregate limits where applicable, solely as a result of the payment of “damages” which occur during the policy period.
- b. Your failure to comply with **11a.** above will not invalidate this policy, however in the event underlying coverage and limits are not maintained as stated in the Schedule of Underlying Insurance, we shall be liable under this policy for “damages” and/or “defense expense” only to the extent that we would have been liable had you complied. You will be responsible for paying the amount of “damages” and/or “defense expense” that would have been paid had you maintained “underlying insurance” affording in total the coverage and limits as stated in the Schedule of Underlying Insurance.
- c. In the event of reduction or exhaustion of “underlying insurance” by punitive or exemplary damages, we shall be liable for “claims” or “suits” insured hereunder only to the extent that we would have been liable without reduction or exhaustion of the “underlying insurance” by punitive or exemplary damages.

**12. Sole Agent**

- a. The first Named Insured is authorized to act on behalf of all Insureds with respect to:
  - (1) Giving or receiving of notice of cancellation;
  - (2) Receiving unearned premium;
  - (3) Agreeing to any changes in the policy; and
  - (4) Being billed for additional premium.

**13. Cancellation**

- a. The first Named Insured may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

- (2) 30 days before the effective date of cancellation if we cancel for any other reason

- c. We will mail or deliver our notice to the first Named Insured at the most current mailing address scheduled in the Declarations of this policy or any subsequent endorsement.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro-rata. If the Insured or their authorized representative cancels, the refund will be based upon the customary short-rate basis. Any refund will be subject to all applicable minimum earned premiums. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

**14. Bankruptcy or Insolvency**

In the event of the actual or alleged bankruptcy or insolvency of an underlying insurer, or of the Insured if the “underlying insurance” is comprised in whole or in part of self-insurance, it is agreed that this insurance shall apply only in excess of the required Limits of Insurance stated in the Schedule of Underlying Insurance and shall not take the place of such “underlying insurance” which is or becomes invalid, uncollectible or otherwise unavailable. The “underlying insurance” listed in the Schedule of Underlying Insurance will be deemed in effect and the risk of such bankruptcy or insolvency is retained by you and others, and not by us.

**15. Declarations**

By acceptance of this policy, the first Named Insured agrees that the statements in the Declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between the first Named Insured and us or any of our representatives relating to this insurance.