CONCERT SPECIALTY INSURANCE COMPANY
44 South Vail Avenue, Suite 107, Arlington Heights, IL 60005

NOTICE

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

COMMON POLICY DECLARATIONS

POLICY NO. CSP80000000173-02

NAMED INSURED

Association for Delivery Drivers, Inc

29 Valley Dr #4994

Greenwich CT 06831

PRODUCER'S NAME

One80 Intermediaries Inc. dba International Excess Program Managers Agency, Inc.
1 Integrity Pkwy, Cleveland, OH 44143

POLICY PERIOD: FROM 11/20/2026 **TO** 11/01/2027

12:01 A.M. Standard Time at your mailing address shown above.

THE NAMED INSURED IS:

CORPORATION

BUSINESS DESCRIPTION:

COURIER

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

	PREMIUM
COMMERCIAL GENERAL LIABILITY	$750.00
COMMERCIAL CYBER INSURANCE	NOT COVERED
COMMERCIAL CYBER FEE	NOT COVERED
COMMERCIAL PROPERTY	NOT COVERED
COMMERCIAL CRIME	NOT COVERED
COMMERCIAL INLAND MARINE	$750.00
COMMERCIAL AUTO	NOT COVERED
TOTAL PREMIUM	$1,500.00
Surplus Lines Tax	$60.00
Tax Filing Fee	$175.00
	$0.00
	$0.00
TOTAL	$1,735.00

SURPLUS LINES BROKER: One80 Intermediaries Inc

LICENSE# 6356847

BROKER ADDRESS: 1 Integrity Pkwy, Cleveland, OH 44143

FORMS APPLICABLE TO ALL COVERAGE PARTS

SEE ATTACHED FORMS SCHEDULE

IN WITNESS WHEREOF, Concert Specialty Insurance Company has executed and attested

President Secretary

COUNTERSIGNED 11/20/2026 BY 

(Date) (Authorized Representative)

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.

FRAUD WARNING STATEMENT

ALABAMA
Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

ARKANSAS
Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO
It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

OKLAHOMA
WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

CONCERT SPECIALTY INSURANCE COMPANY

44 South Vail Avenue
Suite 107
Arlington Heights, IL 60005

In Witness Whereof, Concert Specialty Insurance Company has caused this policy to be executed by its President and Secretary as our duly authorized representatives.



Assistant Secretary



President

All other policy terms and conditions apply.

SCHEDULE OF FORMS AND ENDORSEMENTS

Common Forms
CTPD01 11 16 Common Policy Declarations
CS SIG 00 03 25 Signature Page
CTIC 10 03 10 20 Schedule of Forms and Endorsements
Policy Notice 00 00 Claim and Incident Reporting
IL 00 17 11 98 Common Policy Conditions
IL P 001 01 04 U.S. Treasury Department's ("OFAC") Advisory Notice to Policyholders
CG PRIV 03 25 Privacy Policy Disclosure
CSIC SOP 03 25 Service of Suit Clause Endorsement
IL 83 19 08 15 Office of Foreign Asset Control (OFAC) Exclusion Endorsement
CTPA1444 08 09 Minimum Earned Premium Endorsement
IL1201 11 85 Policy Changes

Commercial General Liability Forms
CTGLDS03 11 16 Commercial General Liability Declarations Page
CG 00 01 12 25 Commercial General Liability Coverage Form
CG 21 67 12 04 Fungi or Bacteria Exclusion
CG 21 96 03 05 Silica or Silica-Related Dust Exclusion
CG 21 47 12 07 Employment-Related Practices Exclusion
CG8524 05 23 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
CG8527 05 23 Exclusion - Biometric Information
CG 20 20 11 16 Exclusion - Asbestos
CG 20 19 11 16 Exclusion - Lead Exposure or Contamination
CG 20 40 01 18 Amendment of Aircraft, Auto or Watercraft Exclusion
CG 21 55 09 99 Total Pollution Exclusion with a Hostile Fire Exception
CTCG2018 11 16 Exclusion - Injury to Independent Contractors and/or Subcontractors
CTCG2249 01 22 Exclusion - Cyber Incident
CG0300 0196 Deductible Liability Insurance
CTCG2035 05 20 Blanket Additional Insureds
CG 20 01 12 19 Primary and Noncontributory - Other Insurance Condition
CTC2104 0413 Exclusion - Assault attery
CTPA1985 0323 Exclusion - Human Trafficking or Exploitation
CG2146 0798 Abuse or Molestation Exclusion
CG2134 0187 Exclusion - Designated Work
CG4014 1219 Cannabis Exclusion
IL 00 21 09 08 - Nuclear Energy Liability Exclusion
CG 21 32 05 09 Communicable Disease Exclusion
CTCG2016 1116 General Liability Amendatory-Logistics
CG 21 73 01 15 Exclusion of Certified Acts of Terrorism
IL 09 85 12 20 Disclosure Pursuant to Terrorism Risk Insurance Act
IL 01 40 09 08 Connecticut Changes - Civil Union
IL 02 60 01 19 Connecticut Changes - Cancellation and Nonrenewal

Commercial Inland Marine Forms
CTIMDS04 11 16 Commercial Inland Marine Declarations Page
CTM2021 05 20 Commercial Inland Marine Conditions
CM 99 25 08 21 Cyber Incident Exclusion
CTM2022 11 16 Microorganism Exclusion
CTM2033 11 16 Misuse of Documents and Data
CTCM2025 05 20 Customized Cargo and Logistics Coverage Form
CTCM 2030 10 13 Customized Cargo and Logistics Pollutant Cleanup Sub-limit
CTCM2031 03 19 Customized Cargo and Logistics Schedule of Limits
CTCM2032 03 19 Customized Cargo and Logistics Deductible Schedule
IL0935 0702 Exclusion of Certain Computer-Related Losses
IL 09 53 01 15 Exclusion Of Certified Acts Of Terrorism

Claim and Incident Reporting

Any incident which may trigger coverage under this policy should be reported immediately to the Claims Department using the email, phone or fax information below.

Email: liabilitynewclaims@athensadmin.com
Phone: 888-534-6375
24 Hour Call Center

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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CONCERT GROUP

PRIVACY POLICY DISCLOSURE

Concert Group Holdings, Inc. and its subsidiaries, including Concert Insurance Company and Concert Specialty Insurance Company ("Concert") respect your concerns about privacy. We have prepared this notice to advise you of the types of information about you ("personal information") we collect, how we may use that information, and with whom we may share it. This Privacy Policy also describes the measurers we take to protect this information.

We and our service providers ("We" or "Us") may obtain certain personal information about you in order to provide a product or service to you. Some of the information we receive may come directly from you, your agent, or from third parties. We will not share your personal information with others for their marketing purposes without your permission. We maintain controls to help prevent unauthorized use, access and disclosure of personal information.

What Information We Collect

We receive most of the information we need to provide our services in the application process. We may also receive information when you notify us of a claim under your policy. The information that you provide us may include, but is not limited to:

- Contact information, such as your name, postal address, email address, telephone number, and fax number, and other identifying numbers, such as your Social Security Number, Federal Employer Identification Number, and Driver's License Number;
- Claim and account information, such as account number, policy number, client ID, or access credentials;
- Information from consumer reporting agencies and other insurance support organizations to the extent permitted by law. This may include items such as credit history, credit-based insurance score, driving record, accident and motor vehicle conviction history, and claim history. Information given to us by an insurance support organization, including consumer reporting agencies, may be retained by them and disclosed to others.
- Your past insurance history, including information about your policies and claims, from insurance support organizations or your former insurers.
- Information regarding your property. We may obtain this through third party reports and through a property inspection. We or an independent inspector may visit the property to inspect its condition, or we may use an unmanned aircraft system. We may obtain geospatial information, and take pictures or video. If we need more details about the property, we may need to schedule an interior inspection.
- Information from government agencies or independent reporting companies.
- Other third party data relating to the insured risk, such as possible drivers and vehicles associated with your household and odometer readings associated with any vehicle(s).
- In some instances, we may need to know about your health. For example, if we need to know whether a physical limitation will affect your ability to drive, we may ask for a statement from your doctor.

How We Use Your Information

We will keep personal information we have about you in our insurance policy or other records. We will refer to and use that personal information in order to issue and service your insurance policies. We will also use it to settle claims. Generally, we will not disclose personal information about you in our records to any

organization not affiliated with us without your prior permission. We will not sell your personal information to anyone. We do not disclose your personal information to third parties (people and companies that are not affiliated with us) for their own marketing purposes. For this reason, no "opt out" is required. If we share some personal information about you with third parties without your specific authorization, it is to provide you with products and services that you request or expect from us, and as otherwise permitted by law. However, we may, as allowed by law, share personal information about you contained in our records with certain persons or organizations that are not affiliated with us such as:

- your insurance representative;
- medical professionals;
- other insurance companies, agents or consumer reporting agencies as personal information is needed in connection with any insurance application, policy or claim involving you;
- independent claims adjusters or investigators;
- our affiliated companies;
- persons who represent you in a fiduciary capacity, including your attorney or trustee, or who have a legal interest in your insurance policy;
- persons or organizations who use the personal information to perform a business, professional or insurance function on our behalf;
- persons or organizations that conduct research, including actuarial or underwriting studies, provided that no individual personal information may be identified in any research study report;
- adjusters, appraisers, auditors, investigators and attorneys; and
- a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

We may also share your personal information to comply with legal process, to address suspected fraud or other illegal activities, or to protect our rights, privacy, safety or property, and/or that of you or others.

How We Protect Your Personal Information

We maintain physical, electronic and administrative safeguards designed to help protect personal information. For example, we limit access to personal information and require those who have access to use it only for legitimate business purposes.

Email Communications

We will not send you an email in which we ask for personal information from you (such as a password or Social Security number) or link you to our website to ask you for such information unless we reference a specific transaction or information that you have requested. If you receive an unsolicited or suspicious email from Concert or one of its subsidiaries or affiliates, please forward the email to us at privacy@concertgroup.com.

How You Can Review and Correct the Personal Information We Have About You

If you have questions about what personal information we maintain about you, please make your request in writing and include your full name, mailing address, phone number and policy number. When we receive your written request, we will respond within thirty (30) business days. We will describe the personal information we maintain, whom we know we've shared it with in the last two (2) years, and how you may request a correction, if necessary. If we requested a consumer report, we will tell you the name and address of the consumer reporting agency.

You may also see and copy the information we have, except for certain documents about claims and lawsuits. If you believe our information is incorrect, you must contact us in writing. We will review it,

and, if we agree, we will correct it, notify you, and send a correction letter to anyone who received the original information. If we do not agree, you are allowed to file a letter with your comments. For questions about the right of access or correction to your information, please write to: 44 South Vail Avenue, Suite 107, Arlington Heights, IL 60005, Attention Chief Legal Officer.

SERVICE OF SUIT CLAUSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY RULES. PLEASE READ IT CAREFULLY.

1. This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within the Policy. The Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

2. In any cause of action arising under this policy, or certificate, cover note, or other confirmation of this insurance issued by your surplus lines agent, we will, at your request, submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing herein constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In any suit instituted against us upon this policy, we will abide by the final decision of such court or of any appellate court in the event of appeal.

3. All lawful process may be served in any action, suit or proceeding instituted by, or on behalf of, you or any beneficiary under this policy, against us arising out of this policy, upon:

   Matthew Wagner, Chief Legal Officer
   Concert Group
   44 South Vail Avenue
   Suite 107
   Arlington Heights, IL 60005

4. Pursuant to any law of any state, the District of Columbia or territory of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other applicable individual specified for that purpose in the applicable statute or regulation, or his successor or successors in office, as attorney or agent for receipt of lawful service of process as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this policy of insurance, and we hereby designate the above-named as the person to whom the said individual, the surplus lines producer, or any applicable state surplus lines association or stamping office, is authorized to mail such process or a true copy thereof. The service of process as set forth above and below is cumulative to any other methods which may be provided by law for service of process upon us.

5. **THE LANGUAGE OF THIS ENDORSEMENT ABOVE IS MODIFIED IN EACH APPLICABLE STATE AS SET FORTH BELOW TO COMPLY WITH CERTAIN STATE SPECIFIC REQUIREMENTS AND DISCLOSURES:**

Alabama

By issuing a surplus lines policy in Alabama, we are deemed to have appointed the Alabama Insurance Commissioner as our attorney upon whom may be served all lawful process in any action or proceeding in Alabama arising out of such policy, pursuant to the procedures set forth in Ala. Code § 27-10-33. We have thirty (30) days from the date the Insurance Commissioner mails a copy of the process to the person designated in Section 3 of this Endorsement within which to answer or plead in response to the action. Process served upon the Insurance Commissioner and copy thereof forward to us shall for all purposes constitute valid and binding service thereof upon us.

Alaska

We may be sued upon a cause of action arising in Alaska under any surplus lines contract made by us, or any evidence of such insurance issued or delivered by the surplus lines broker, under the procedure provided in AS 21.33. The Alaska Director of the Division of Insurance shall mail process to the person designated in Section 3 of this Endorsement. Further, by assuming a surplus lines risk, we subject ourselves to Chapter 34 of Title 21. Insurance, Alaska Statutes.

Arizona

By issuing or delivering a surplus lines policy through a surplus lines broker in Arizona, we are conclusively deemed to have irrevocably appointed the Arizona Director of Insurance as our agent for acceptance of service of all legal process issued in Arizona in any action or proceeding under or arising out of such policy, and service of the process on the director is lawful personal service on us.

Arkansas

When Arkansas is the home state of the insured, we may be sued upon any cause of action arising in Arkansas under any surplus lines contract issued by us or certificate thereof issued by the surplus lines broker, under the procedure provided in A.C.A. § 23-65-203. Further, if Arkansas is the home state of the insured, we shall be deemed to have authorized service of process against us as provided in A.C.A. § 23-65-318 and to have appointed the Arkansas Insurance Commissioner as our agent for service of process issuing upon any cause of action arising in Arkansas under any policy. The Insurance Commissioner shall mail process to the person designated in Section 3 of this Endorsement.

California

We may be sued upon any cause of action arising in California under any surplus line insurance contract made by us, or any evidence of such insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in Cal. Ins. Code §§ 1610 to 1620, inclusive. Further, by assuming surplus line insurance, we subject ourselves to Chapter 6 of the California Insurance Code.

Colorado

We may be sued upon any cause of action arising in Colorado under any contract issued by us as a surplus lines contract pursuant to Colorado surplus lines law, in the district court of the county in

which the cause of action arose. Service of legal process against us may be made in any such action by service upon the Colorado Insurance Commissioner. The Insurance Commissioner shall forthwith mail the process served or a true copy thereof to the person designated in Section 3 of this Endorsement, by prepaid certified mail with return receipt requested. We have forty (40) days from the date of service of process upon the Insurance Commissioner within which to plead, answer, or otherwise defend the action. Upon service of process upon the Insurance Commissioner in accordance with C.R.S.A. § 10-5-114 the court shall be deemed to have jurisdiction in personam of us. As a nonadmittted insurer issuing such policy we are deemed thereby to have authorized service of process against us in the manner and to the effect as provided in C.R.S.A. § 10-5-114, and to have appointed the Insurance Commissioner as our agent for service of process issuing upon any cause of action arising in Colorado under any such policy.

Connecticut

By acting as a surplus lines insurer in Connecticut, we shall considered to have irrevocably appointed the Connecticut Insurance Commissioner as our agent for receipt of service of process in accordance with C.G.S.A. § 38a-25(a).

Delaware

We shall be sued upon any cause of action arising in Delaware under any contract issued by us as a surplus lines contract pursuant to Delaware surplus lines law, in the Superior Court of Delaware. Service of legal process against us may be made in any such action by service upon the Delaware Insurance Commissioner as provided in 18 Del. C. § 1934(b). The Insurance Commissioner shall forthwith mail a copy of the process served to the person designated in Section 3 of this Endorsement, by prepaid registered or certified mail with return receipt requested. Upon service of process upon the Insurance Commissioner in accordance with 18 Del. C. § 1934 the court shall be deemed to have jurisdiction in personam over us. As a nonadmitted insurer issuing such policy we are deemed thereby to have authorized service of process against us in the manner and to the effect as provided in 18 Del. C. § 1934.

Florida

By acting as a surplus lines insurer in Florida, we shall be deemed thereby to have authorized service of process against us in the manner and to the effect as provided for in Section 626.937, Florida Statutes, and to have appointed the Florida Chief Financial Officer as our agent for service of process upon any cause of action arising in Florida under any such policy, contract, or insurance.

Georgia

By issuing or delivering a surplus line policy through a surplus line broker in this state, we shall be deemed thereby to have appointed the Georgia Insurance and Fire Safety Commissioner as our attorney for acceptance of service of all legal process issued in Georgia in any action or proceeding arising out of the policy, and service of process upon the Commissioner shall be lawful personal service upon us. The Commissioner shall mail process to the person designated in Section 3 of this Endorsement.

Hawaii

We may be sued upon any cause of action arising in Hawaii under any surplus lines insurance contract made by us or evidence of insurance issued or delivered by the surplus lines broker pursuant to the procedure provided in Part II of Article 8 of Title 24, Chapter 431, Hawaii Revised Statutes. By assuming surplus lines insurance in Hawaii, we are deemed to have subjected ourselves to Article 8 of Title 24, Chapter 431, Hawaii Revised Statutes. The Insurance Commissioner for the Hawaii Insurance Division shall mail process to the person designated in Section 3 of this Endorsement.

Idaho

We shall be sued upon any cause of action arising in Idaho under any contract issued by us as a surplus line contract pursuant to Idaho surplus lines law, in the district court of the county in which the cause of action arose. Service of legal process against us may be made in any such action by service upon the Director of the Department of Insurance of Idaho as provided in Idaho Code Ann. § 41-334(1). The director shall forthwith mail a copy of the process served to the person designated in Section 3 of this Endorsement, by prepaid registered mail with return receipt requested. We have thirty (30) days from the date of service upon the director within which to plead, answer, or otherwise defend the action. Upon service of process upon the director in accordance with Idaho Code Ann. § 41-1231 the court shall be deemed to have jurisdiction in personam over us.

Illinois

We hereby designate the Illinois Director of Insurance and his successors in office as our true and lawful attorney, upon whom may be served all lawful process in any action, suit or proceeding arising out of any insurance we write delivered pursuant to 215 Ill. Comp. Stat. §5/445.

Iowa

We may be sued upon a cause of action arising in Iowa under a surplus lines insurance policy or contract placed by us or upon evidence of insurance placed by us and issued or delivered in Iowa by a surplus lines insurance producer.

Kentucky

We shall be sued upon any cause of action arising in Kentucky under any contract issued by us as a surplus lines contract pursuant to subtitle 10 of the Kentucky Insurance Code, in the Circuit Court of the county in which the cause of action arose. Any service of legal process against us may be made in any such action by service upon the Secretary of State of the State of Kentucky as provided in Ky. Rev. Stat. Ann. § 304.3- 230(5).

Louisiana

We shall be sued upon any cause of action arising in Louisiana under any contract issued by us as a surplus lines contract pursuant to Chapter 2, Part 1, Subpart O of the Louisiana Insurance Code, in the district court of the parish in which the cause of action arose. Service of legal process against us may be made in any such action by service upon the Secretary of State of the State of Louisiana or some other person in his office whom he may designate during his absence. The secretary of state shall forthwith mail the documents of process served, or a true copy thereof, to the person designated in Section 3 of this Endorsement by registered or certified mail or by commercial courier

as defined in La. Rev. Stat. Ann. Tit. § 13:3204(D). We have forty (40) days from the date of service upon the secretary of state within which to plead, answer, or otherwise defend the action. Upon service of process upon the secretary of state in accordance with this provision, the court shall be deemed to have jurisdiction in personam over us.

Maine

We shall be sued, upon any cause of action arising in Maine under any contract issued by us as a surplus lines contract pursuant to Chapter 19 of the Maine Insurance Code, in the Superior Court. Service of legal process against us may be made in any such action by service of 2 copies upon the person designated in Section 3 of this Endorsement. Upon service of process in accordance with 24-A M.R.S.A. § 2019, the court is deemed to have jurisdiction in personam of us.

Maryland

We hereby appoint the Maryland Insurance Commissioner as agent for the acceptance of service of process in Maryland.

Michigan

We hereby appoint the Michigan Insurance Commissioner as our resident agent for the purposes of service of process in Michigan.

Minnesota

We hereby appoint the Minnesota Commissioner of Commerce as our resident agent for purposes of service of process.

Mississippi

We may be sued upon any cause of action arising in this state under any contract issued by us as a nonadmitted insurer in Mississippi, in a court of competent jurisdiction in any county in which the plaintiff may reside, or in which the cause of action arose. We hereby authorize service of citation or other legal process upon the Mississippi Commissioner of Insurance. The Commissioner shall forthwith mail the citation or other legal process by registered mail or certified mail with return receipt requested to the person designated in Section 3 of this Endorsement. We have thirty (30) days from the date of service on the Commissioner within which to plead, answer, or otherwise defend the action. Upon service of process upon the Commissioner the court shall be deemed to have jurisdiction in personam of us. By issuing such insurance policy or contract we shall be deemed thereby to have authorized service of process upon us in the manner and effect as provided in Sections 83-21-17 through 83-21-31, and as provided in the Mississippi Rules of Civil Procedure.

Missouri

We may be sued upon any cause of action arising in this state under any surplus lines insurance contract made by us or evidence of insurance issued or delivered by the surplus lines broker pursuant to the procedure provided in Sections 375.256 to 375.266, Missouri Statutes. By assuming surplus lines insurance in Missouri, we are deemed thereby to have subjected ourselves to the provisions of Sections 384.011 to 384.071, Missouri Statutes. The Director of the Missouri

Department of Insurance shall mail process to the person designated in Section 3 of this Endorsement.

Nevada

We may be sued in a district court in Nevada for any cause of action arising against us in Nevada under any insurance contract we enter into under Chapter 685A of Title 57, Nevada Revised Statutes We hereby appoint the Nevada Insurance Commissioner as our attorney in fact for receiving service of process. Service of process must be made in accordance with NRS 380A.260. Upon such service, the Division of Insurance shall forthwith forward such process to the person designated in Section 3 of this Endorsement. Upon service of process in accordance with NRS 685A.200, the court shall be deemed to have jurisdiction in personam of us. We have 40 days from the date of service of the summons and complaint upon the Commissioner within which to plead, answer or defend any such suit.

New Jersey

If we have not been made eligible as a surplus lines insurer by the Commissioner of the New Jersey Department of Banking and Insurance in accordance with Section 11 of P.L. 1960, c. 32 (C. 17:22-6.45), we may be sued upon any cause of action arising in New Jersey under any surplus lines contract issued by us or certificate, cover note or other confirmation of such insurance issued by the surplus lines agent, pursuant to the procedure as is provided in the Unauthorized Insurers' Process Act, P.L. 1952, c. 330 (C. 17:51-1 et seq.). The Commissioner of the New Jersey Department of Banking and Insurance shall mail process to the person designated in Section 3 of this Endorsement.

New Mexico

Service of process against us may be made upon the New Mexico Superintendent of Insurance as provided in N.M.S.A. § 59A-14-16.

New York

We hereby appoint the Superintendent of Insurance of the State of New York and his successor and successors in office as his and their duly authorized deputies, as the true and lawful attorney for us in and for the State of New York, upon whom all lawful process may be served in any action, "suit" or proceeding instituted in the State of New York by or on behalf of any insured or beneficiary against us, arising out of this insurance policy.

North Carolina

We may be sued upon any cause of action arising in North Carolina, under any surplus lines contract made by us or evidence of insurance issued or delivered by the surplus lines licensee, pursuant to the procedure provided in North Carolina G.S. 58-16-30. By engaging in surplus lines insurance in North Carolina we shall be deemed to have subjected ourselves to Article 21 of Chapter 58, North Carolina General Statutes. The North Carolina Commissioner of Insurance shall mail process to the person designated in Section 3 of this Endorsement.

North Dakota

We hereby appoint the North Dakota Insurance Commissioner as our true and lawful attorney upon whom legal process in any action or proceeding against us must be served. We agree that any legal process against us which is served upon the Commissioner is of the same legal force and validity as if served upon us. This authority continues in force so long as any liability remains outstanding in North Dakota.

Oklahoma

By issuing or delivering a surplus line policy through a surplus lines licensee or broker in this state, we are conclusively deemed thereby to have irrevocably appointed the Oklahoma Insurance Commissioner as our attorney for acceptance of service of all legal process, other than a subpoena, issued in Oklahoma in any action or proceeding under or arising out of the policy, and service of process upon the Insurance Commissioner shall be lawful personal service upon us. The Insurance Commissioner shall immediately mail process to the person designated in Section 3 of this Endorsement, by mail with return receipt requested. We shall have forty (40) days after the date of mailing within which to plead, answer, or otherwise defend the action.

Oregon

We may be sued upon any cause of action arising in Oregon under any surplus lines contract on an Oregon home state risk made by us or evidence of insurance issued or delivered by the surplus lines licensee pursuant to the procedure provided in ORS 735.490. By assuming surplus lines insurance in Oregon, we shall be considered thereby to have subjected ourselves to ORS 735.400 to 735.495. If we transact outside Oregon a surplus lines insurance contract covering an Oregon home state risk, we are subject to ORS 735.485 and to ORS 735.490, or to rules adopted by the Oregon Director of the Department of Consumer and Business Services in lieu thereof. Process shall be delivered to the person designated in Section 3 of this Endorsement.

Pennsylvania

We may be sued upon any cause of action arising in the Commonwealth of Pennsylvania under any surplus lines insurance contract made by us or evidence of such insurance issued or delivered by a surplus lines licensee. Any service of process on us shall be made pursuant to the procedures provided by 42 Pa.C.S. Ch. 53 Subch. B (relating to interstate and international procedure). By accepting surplus lines insurance we are deemed thereby to have subjected ourselves to accepting service of process under 42 Pa.C.S. Ch. 53 Subch. B.

Puerto Rico

In any action brought in Puerto Rico under an insurance contract issued as a surplus line pursuant to Title 26, Subtitle 1, Chapter 10, by us, duplicate copies of legal process shall be served upon the Commissioner of Insurance of the Commonwealth of Puerto Rico. The Commissioner shall forthwith mail one copy of the process so served to the person designated in Section 3 of this Endorsement, by registered mail with return receipt requested. Upon service of process upon the Commissioner and such mailing of process, the court shall be deemed to have jurisdiction in personam over us. We shall have forty-five days after such date of mailing within which to plead, answer, or otherwise defend the action. At time of such service of process the plaintiff shall pay to the Commissioner three dollars, taxable as costs in the action.

South Carolina

We hereby appoint the Director of the South Carolina Department of Insurance to be our true and lawful attorney upon whom all legal process in any action or proceeding against us must be served. We agree that any lawful process against us which is served upon the Director is of the same legal force and validity as if served upon the insurer and that the authority continues in force so long as any liability remains outstanding in South Carolina.

South Dakota

Any cause of action against us arising in South Dakota on a surplus line contract shall be brought in the circuit court for the county in which the cause of action arose. Service of legal process against us may be made in any such action by service upon the South Dakota director of the Division of Insurance as provided in S.D. Codified Laws § 58-6-39. The director shall forthwith mail a copy of the process served, to the person designated in Section 3 of this Endorsement, by prepaid registered or certified mail with return receipt requested. We shall have thirty days from the date of service upon the director within which to plead, answer, or otherwise defend the action. Upon service of process upon the director in accordance with S.D. Codified Laws § 58-6-38, the court shall be deemed to have jurisdiction in personam over us. By issuing a surplus lines policy, we are deemed thereby to have authorized service of process against us in the manner and to the effect as provided in S.D. Codified Laws § 58-6-37.

Tennessee

We may be sued upon any cause of action arising in Tennessee under any surplus lines insurance contract issued by us or certificate, cover note or other confirmation of the insurance issued by the surplus lines agent, pursuant to the same procedure as is provided for unauthorized insurers in Title 56, Chapter 2, Part 6 and Tenn. Code Ann. § 56-7-105(b) of the of Tennessee Insurance Law. By assuming a surplus lines insurance risk pursuant to Title 56, Chapter 14, Part 1, we are deemed to have subjected ourselves to the requirements of Tenn. Code Ann. § 56-14-112.

Texas

We may be sued on any cause of action arising in Texas under any surplus lines insurance contract issued by us or under any certificate, cover note, or other confirmation of that insurance issued by the surplus lines agent, under the same procedure as is provided for unauthorized insurers in Sections 7.1404, 7.1410, and 7.1411 of Title 28 of the Texas Administrative Code (relating to Service of Process Procedure for Domestic Insurers Approved To Operate under the Insurance Code, Article 1.28, Foreign and Alien Insurance Companies, Risk Retention Groups, Purchasing Groups, Third Party Administrators, Unauthorized Persons or Insurers, Organizations Formed under the Insurance Code, Article 3.71, and Surplus Lines Insurers; Service of Process on Commissioner on Behalf of Unauthorized Persons or Insurers; and Service of Process, Notice, Order, or Pleading on Secretary of State on Behalf of Unauthorized Persons and Insurers). By assuming a surplus lines risk under Chapter 981 of the Texas Insurance Code, we are subject to Tex. Ins. Code Ann. § 804.106. Any act of engaging in the business of insurance by us, an eligible surplus lines insurer, constitutes the irrevocable appointment by us of the Texas Secretary of State as agent for service of process arising from our engagement of the business of insurance in Texas, other than service of process for an action or proceeding by the department or state, and signifies our agreement that service under Tex. Ins. Code Ann. § 804.106 has the same effect as personal

service on us or our successor in interest. The plaintiff shall supply the address provided in Section 3 of this Endorsement in any citation served under Tex. Ins. Code Ann. § 804.106. Service of process as set forth in this Endorsement is in addition to any other method provided by law for service of process on a surplus lines insurer, including the method provided by Chapter 804, Subchapter C of the Texas Insurance Code.

Utah

By entering into a contract subject to the surplus lines law, we are considered to have irrevocably appointed the Commissioner of the Utah Insurance Department as our agent for receipt of service of a summons, notice, order, pleading, or other legal process relating to a Utah court or administrative agency proceeding arising out of a contract of insurance that is subject to the surplus lines law. The Commissioner shall immediately send by certified mail a copy of the process received to the person designated in Section 3 of this Endorsement.

Vermont

Issuing or delivering contracts of insurance to residents of Vermont or to corporations authorized to do business in Vermont is equivalent to and shall constitute an appointment of the Vermont Secretary of State to be our true and lawful attorney, upon whom may be served all lawful process in any action, suit, or proceeding instituted by or on behalf of an insured or beneficiary arising out of any such contract of insurance, and signifies our agreement that such service of process is of the same legal force and validity as personal service of process in Vermont upon us. Thereafter the service of process may be mailed to the person designated in Section 3 of this Endorsement.

Washington

For any cause of action arising in Washington under any contract issued as a surplus line contract under Chapter 48.15, we must be sued in the superior court of the county in which the cause of action arose. By issuing a policy under Chapter 48.15, we have authorized service of process against us in the manner prescribed under Wash. Rev. Code § 48.02.200. We hereby designate the Washington Commissioner of Insurance as the person upon whom such service of process may be made.

West Virginia

We may be sued upon a cause of action arising in West Virginia under a surplus lines contract made by us or evidence of insurance issued or delivered by the surplus lines licensee. The West Virginia Insurance Commissioner shall mail process to the person designated in Section 3 of this Endorsement.

Wisconsin

By entering into a contract subject to the surplus lines law, we are deemed to have irrevocably appointed the Wisconsin Commissioner of Insurance and Wisconsin Department of Financial Institutions as our attorneys to receive service of summons, notices, orders, pleadings and all other legal process relating to any court or administrative agency in Wisconsin as to any proceeding arising out of any contract that is permitted by Section 618.41, Wisconsin Statutes, or out of any certificate, cover note or other confirmation of such insurance.

Wyoming

We shall be sued, upon any cause of action arising in Wyoming under any contract we issue as a nonadmitted insurance contract pursuant to Chapter 11 of Title 26, Wyoming Statutes, in the district court of the county in which the cause of action arises. Legal process against us in any such action may be served upon the Wyoming Insurance Commissioner as provided in W.S. 26-3-122. The Insurance Commissioner shall immediately mail a copy of the process served to the person designated in Section 3 of this Endorsement, by prepaid registered or certified mail with return receipt requested. After service of process upon the Insurance Commissioner in accordance with W.S. 26-11-120, the court has jurisdiction in personam of us. By issuing a policy as a nonadmitted insurer we are deemed to have authorized service of process against us in the manner and to the effect provided in W.S. 26-11-120.

ALL OTHER TERMS, CONDITIONS, PROVISIONS AND EXCLUSIONS OF THIS POLICY REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

OFFICE OF FOREIGN ASSET CONTROL (OFAC) EXCLUSION ENDORSEMENT

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or the United States.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following is added to Paragraph A. Cancellation of the Common Policy Conditions:

This policy is subject to a minimum earned premium.

If this policy is canceled at your request, you agree with us that:

1. the minimum earned premium for this policy is 25% of the Total Premium shown in the Declarations;

2. such minimum earned premium is not subject to short rate or pro-rate adjustment; and

3. cancellation for non-payment of premium, after the effective date of the policy, will be deemed a request by you for cancellation of this policy and will activate this minimum earned premium provision.

CONCERT SPECIALTY INSURANCE COMPANY
44 South Vail Avenue, Suite 107
Arlington Heights, IL 60005

COMMERCIAL GENERAL LIABILITY
DECLARATIONS PAGE

Policy Number
CSP80000000173-02

NAMED INSURED AND MAILING ADDRESS
Association for Delivery Drivers, Inc

29 Valley Dr #4994
Greenwich CT 06831

PRODUCER NAME

One80 Intermediaries Inc. dba International Excess Program Managers Agency, Inc.
1 Integrity Pkwy, Cleveland, OH 44143

POLICY PERIOD: From 11/20/2026 to 11/01/2027
12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

	LIMITS OF INSURANCE	
GENERAL AGGREGATE	$ Per Monthly Reporter	
PRODUCTS - COMPLETED OPERATIONS AGGREGATE	$ Per Monthly Reporter	
PERSONAL INJURY & ADVERTISING INJURY	$Per Monthly Reporter	
EACH OCCURRENCE	$Per Monthly Reporter	
DAMAGE TO PREMISES RENTED TO YOU	$ 100,000	ANY ONE PREMISES
MEDICAL EXPENSE	$ 5,000	ANY ONE PERSON

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:
LOC# Locations Per Monthly Report on file with Insurance Carrier
LOC# N/A
LOC# N/A
LOC# N/A
LOC# N/A
LOC# N/A
LOC# N/A
LOC# N/A
LOC# N/A
LOC# N/A

Terrorism Exclusion Applies-Terrorism Insurance Act Rejected $ NOT COVERED

LOC	CLASSIFICATION	CODE	PREMIUM BASIS	PMS RATE	PDTS RATE
Locations per report on file with Insurance Carrier	EXPRESS COMPANIES	94099	Per Monthly Reporter on	Per Reporter	INCL
	APPLIANCES & ACCESSORIES	91155	file with Insurance Carrier	INCL	INCL
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00

EMPLOYER'S LIABILITY STOP GAP	LIMITS OF LIABILITY
EACH ACCIDENT	$ NOT COVERED
EACH EMPLOYEE	$ NOT COVERED
BY DISEASE	$ NOT COVERED
GENERAL AGGREGATE	$ NOT COVERED

EMPLOYEE BENEFITS LIABILITY COVERAGE

Limit of Insurance		Deductible		Premium
$	Each Employee	$	Each Employee	$ NOT COVERED
$	Aggregate			

Retroactive Date:

FORMS AND ENDORSEMENTS
See attached Forms Schedule

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

IN WITNESS WHEREOF, Concert Specialty Insurance Company has executed and attested these presents

President Secretary

COUNTERSIGNED 11/20/2026 **BY:** _____

(Date) **(Authorized Representative)**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

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

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

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

c. Liquor Liability

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

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

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

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

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

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

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

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

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

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

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

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f. Pollution

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

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

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

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

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

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

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

(i) Any insured; or

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

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

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

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

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

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

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

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

(a) Less than 26 feet long; and

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

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

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

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

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

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

h. Mobile Equipment

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

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

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

i. War

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

(1) War, including undeclared or civil war;

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

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

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j. Damage To Property

"Property damage" to:

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

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

(3) Property loaned to you;

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

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

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

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

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

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

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

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

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

r. Violation Of Law Addressing Data Privacy

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

(1) Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

(a) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

(b) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

(2) Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph **(1)** above, including but not limited to the European Union's General Data Protection Regulation.

s. Access Or Disclosure Of Confidential Or Personal Material Or Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

(1) Patents, trade secrets, processing methods, customer lists;

(2) Financial information, credit card information;

(3) Health information, biometric information; or

(4) Any other type of nonpublic material or information.

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

t. Employment-related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

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

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a), (b)** or **(c)** above is directed.

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This exclusion applies:

(1) Whether the injury-causing event described in Paragraph **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

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

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

u. Cyber Incident

"Bodily injury" or "property damage" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

(1) Advertising, broadcasting, publishing or telecasting;

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

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

However, this exclusion does not apply to Paragraphs **16.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

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

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

o. War

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

(1) War, including undeclared or civil war;

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

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

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

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

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

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

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

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

q. Violation Of Law Addressing Data Privacy

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

(1) Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

(a) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

(b) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

(2) Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph **(1)** above, including but not limited to the European Union's General Data Protection Regulation.

r. Access Or Disclosure Of Confidential Or Personal Material Or Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

(1) Patents, trade secrets, processing methods, customer lists;

(2) Financial information, credit card information;

(3) Health information, biometric information; or

(4) Any other type of nonpublic material or information.

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

s. Employment-related Practices

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

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

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph **(a), (b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraph **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

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

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

t. Cyber Incident

"Personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

(1) On premises you own or rent;

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

(3) Because of your operations;

provided that:

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

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

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

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

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

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

a. All expenses we incur.

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

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

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

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

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

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

These payments will not reduce the limits of insurance.

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

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

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

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

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

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

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

(c) Notify any other insurer whose coverage is available to the indemnitee; and

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

(2) Provides us with written authorization to:

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

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

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

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

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

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

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

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

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

2. Each of the following is also an insured:

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

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

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

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

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

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

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

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

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

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

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

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

(2) Until your legal representative has been appointed.

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

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

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

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

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

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

SECTION III – LIMITS OF INSURANCE

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

a. Insureds;

b. Claims made or "suits" brought; or

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

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

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

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

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c. Damages under Coverage **B.**

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

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

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

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

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

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

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

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

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

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

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

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

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

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

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

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

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

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

3. Legal Action Against Us

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

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

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

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

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

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6. Representations

By accepting this Policy, you agree:

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

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

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

7. Separation Of Insureds

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

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

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

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

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

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

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

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

5. "Cyber incident" means any:

a. Unauthorized access to or use of any computer system.

b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.

c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

6. "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.

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

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

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

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

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

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

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; or

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

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

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

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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

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".

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

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

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

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

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

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

15. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

16. "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 or organization 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".

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

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

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

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

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

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

19. "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.

20. "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.

21. "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.

22. "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.

23. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

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

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24. "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.

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FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

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

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

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

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

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

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

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

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

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

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SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

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

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

c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

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

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

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

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

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

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

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

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EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

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

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

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

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

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

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

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

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

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EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

PFAS

a. "Bodily injury" or "property damage" arising out of, in whole or in part, the actual, alleged, threatened, or suspected inhalation, ingestion, absorption, discharge, dispersal, handling, manufacture, distribution, transport, replacement, migration, seepage, sale, release or escape of, contact with, exposure to, existence of, or presence of any "PFAS";

b. Any loss, cost, or expense arising out of, in whole or part, any:

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

(2) Claim, demand, or "suit" by or on behalf of a governmental authority or any other person or organization because of investigating, abating, testing for, monitoring, cleaning up, removing, containing, studying, remediating, disposing of, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "PFAS".

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

2. Exclusions

This insurance does not apply to:

PFAS

a. "Personal and advertising injury" arising out of, in whole or in part, the actual, alleged, threatened or suspected inhalation, ingestion, absorption, discharge, dispersal, handling, manufacture, distribution, transport, replacement, migration, seepage, sale, release or escape of, contact with, exposure to, existence of, or presence of, any "PFAS";

b. Any loss, cost or expense arising out of, in whole or part, any:

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

(2) Claim, demand, or "suit" by or on behalf of a governmental authority or any other person or organization because of investigating, abating, testing for, monitoring, cleaning up, removing, containing, studying, remediating, disposing of, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "PFAS".

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

"PFAS" means any perfluoroalkyl or polyfluoroalkyl substances, including but not limited to:

1. Any perfluoroalkyl and polyfluoroalkyl substances, perfluoroalkyl acids, perfluorooctanoic acids, perfluorooctane sulfonic acids, perfluoroalkane, perfluorononanoic acids, hexafluoropropylene oxide dimer acids, perfluorobutanesulfonic acids, perfluorohexane sulfonic acids, sulfonamides, perfluoroalkyl ether carboxylic acids, fluorotelomer substances, and perfluoroalkane sulfonamide substances; or

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2. Any polymers, oligomer, monomer, nonpolymer chemicals, fluorinated polymers, fluoropolymers, side-chain fluorinated polymers, and perfluoropolyethers;

including associated homologues, isomers, telomers, salts, esters, alcohols, acids, precursor chemicals and derivatives, and related degradation or by-products of any such constituent.

3. Any good or product, including containers, materials, parts, or equipment furnished in connection with such goods or products, that consists of or contains anything described in paragraphs **C.1.** or **C.2.**

All other terms and conditions of the Policy remain unchanged.

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EXCLUSION - BIOMETRIC INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

Biometric Information

"Bodily injury", "property damage", "personal and advertising injury", damages, costs, and expenses, either directly or indirectly because of, caused by or arising out of:

a. The actual or alleged collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, sale, disposal, transmitting, distributing, or destruction of any "biometric identifiers" or "biometric information", or failure to obtain consent for any of the foregoing; or

b. A claim, investigation, demand, "suit" or proceeding involving an actual or alleged invasion of privacy or violation of a right to privacy and a "biometric identifiers" or "biometric information"; or

c. An actual or alleged violation of any privacy law, including the Illinois Biometric Information Privacy Act (BIPA), the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA), EU General Data Protection Regulation (GDPR) or any other similar law, ordinance, regulation, or statute anywhere in the world that governs or relates to the collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, sale, disposal, transmitting, distributing, or destruction of any "biometric identifiers" or "biometric information" or obtaining consent for any of the foregoing.

The exclusions above apply regardless of any insured's culpability or intent and regardless of whether the claim, investigation, demand, "suit", proceeding or allegation against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by any insured.

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

1. "Biometric identifiers" means any physical, genetic, physiological, biological, or behavioral characteristic or attribute that allows an individual to be identified. Without limiting the foregoing, "biometric identifiers" includes but is not limited to the following:

a. Retina or iris scan;

b. Fingerprint;

c. Voiceprint;

d. DNA;

e. Finger, hand, or palm scan;

f. Scan of hand or face geometry;

g. Vein patterns;

h. Voice recordings;

i. Keystroke patterns or rhythms;

j. Gait patterns or rhythms;

k. Sleep, health, or exercise data that contain identifying information; or

l. Any other biometric algorithm or measurement of **a.** through **k.** or any other physical, genetic, physiological, biological or behavioral characteristic or attribute which allows an individual to be identified.

2. "Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, that is based on, or includes, any "biometric identifiers".

All other terms and conditions of this policy remain unchanged.

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EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the following:

(1) Any loss attributed to or is alleged to have been caused by exposure to asbestos or asbestos containing materials which are manufactured, sold, handled, maintained, repaired, removed, disposed of, transported, distributed or installed by or on behalf of the insured or by others trading under his or its name.

(2) Any loss, cost, or expense which is attributed to, or is alleged to have been caused by a health hazard related to asbestos or asbestos containing materials including the cleanup, repair, removal, containment, including encapsulation, or any other corrective measures taken either voluntarily or at the direction of any governmental entity, to eliminate, reduce, control, monitor, or test for such health hazard because of the existence of asbestos within the land and/or building either owned, leased or otherwise under the care, custody or control of the insured.

It is agreed that the Company shall have no duty or obligation to defend or investigate any claim excluded by this endorsement.

All other terms and conditions of this policy remain unchanged.

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EXCLUSION – LEAD EXPOSURE OR CONTAMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the following:

(1) The ingestion, inhalation or absorption of lead in any form; or

(2) The presence or alleged presence of lead at premises you own, occupy, manage or rent, or have at any time owned, occupied, managed or rented.

All other terms and conditions of this policy remain unchanged.

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AMENDMENT OF AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The first two paragraphs of Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** are replaced by the following:

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

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

All other terms and conditions of this policy remain unchanged.

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TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

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

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

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

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

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

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EXCLUSION – INJURY TO INDEPENDENT CONTRACTORS CONTRACTORS AND/OR SUBCONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to:

SECTION I – COVERAGE

1. Coverage **A** – Bodily Injury and Property Damage Liability, Paragraph **2.** Exclusions;
2. Coverage **B** – Personal and Advertising Injury Liability, Paragraph **2.** Exclusions; and
3. Coverage **C** – Medical Payments, Paragraph **2.** Exclusions.

This insurance does not apply to “bodily injury”, “personal and advertising injury”, or expenses for “bodily injury” to any independent contractor, subcontractor, casual laborer or volunteer worker, or to any employee of any independent contractor or subcontractor, while performing any work for you.

All other terms and conditions of this policy remain unchanged.

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EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

Cyber Incident

Damages, costs and expenses, either directly or indirectly because of, caused by or arising out of:

1. Any:

a. Unauthorized, access to, acquisition, use, collection, copying, processing, storage, dissemination, publication or disclosure of;

b. Theft, alteration, misuse, loss, misappropriation, disruption of, or damage to; or

c. Failure to provide access to, remove, rectify, destroy, protect or secure, including, but not limited to, failure to encrypt;

any person's or organization's "confidential information", whether it is "electronic data" or in any other form or media.

2. The loss of, loss of use of, corruption or impairment of, damage to, disruption or destruction of, or inability to access, alter or manipulate "electronic data".

3. Any of the following:

a. Denial of service attack on;

b. Misappropriation, diversion, loss or misuse of; or

c. Denial of access to or service of, interruption of service, degradation, loss of use, alteration, failure, destruction, corruption, impairment of;

any "computer system", including any insured's or other person's or organization's "computer system".

4. Malicious code, virus or any other harmful code that:

a. Is directed at, enacted upon or introduced into "electronic data" or any "computer system"; or

b. Is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, prevent or restrict access to, or otherwise disrupt the normal functioning or operation of "electronic data" or any "computer system".

5. Transfer, payment or delivery of money or any form of currency, including virtual currency, in response to a fraudulent instruction or demand.

6. Demand for a ransom payment (in money, or any form of currency, including virtual currency, or property or services), made in connection with the actual or threatened perpetuation of that which is described in paragraphs **1.** through **5.** above.

Such damages, costs or expenses are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the damages, costs or expenses.

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This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, payment card replacement costs, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or other arising out of that which is described in paragraphs **1.** through **6.** above.

This exclusion applies to any liability, damages, costs or expenses either directly or indirectly because of, caused by, or arising out of any failure (including, but not limited to, failure to timely or properly act) to notify of, disclose, prepare for, respond to, protect against, remediate, mitigate or comply with any statutory, regulatory, contractual, common law or other legal obligation relating to that described in paragraphs **1.** through **6.** above.

This exclusion applies regardless of culpability or intent, or whether the claim alleges negligence or other wrongdoing, in whole or in part, arising out of hiring, placing, managing, supervising, employing, training or monitoring of others, or the maintenance or security of any premises.

If there is any duty or obligation to defend or pay for a defense in the policy to which this endorsement is attached, the duty or obligation will not apply to any claim, suit or proceeding that alleges or is, directly or indirectly, in whole or in part, caused by, resulting from or relating to any of the above.

This exclusion does not apply to any coverage provided under endorsement **CL IL 01 21 – Cyber Coverage Insurance**, if this is part of the policy.

B. With respect to **Section I - Coverage B – Personal and Advertising Injury Liability**, paragraph **14.e.** of the **Definitions** section does not apply.

C. With respect to this endorsement, the following definitions are added under **Section V – Definitions**:

1. "Computer system" means:

a. Any computer hardware, including but not limited to:

(1) Computers;
(2) Transportable, mobile or handheld devices;
(3) Data storage and data processing devices;
(4) Networking equipment and backup facilities, including cloud computing devices and facilities;
(5) Associated input and output devices (including, but not limited to, wireless and mobile devices);
(6) Any related peripheral components; or
(7) Communication networks, connected to or used in connection with such computers, equipment, facilities or devices.

b. Firmware and electronic instructions that direct the operation and function of a computer or devices connected to it, which enables the computer or devices to receive, process, store or send "electronic data".

2. "Confidential information" means nonpublic information, confidential information, personal information or personal data, including, but not limited to:

a. Non-public information about a person that allows such person to be uniquely and reliably identified or allows access to the person's financial account or medical records information.

b. Patents, trade secrets, processing methods, customer or customer-related information (including, but not limited to, customer lists); or

c. Business plans or records, financial information, personally identifiable information, credit or payment card information (including, but not limited to, credit, debit or stored value cards), medical or health information or any type or combination of types of the foregoing.

3. "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.

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COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Communicable Disease

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

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

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

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

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

2. Exclusions

This insurance does not apply to:

Communicable Disease

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

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

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

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

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

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

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

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

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

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

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BLANKET ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - Who Is An Insured is amended to include as additional insureds persons or organizations:

1. With whom you have agreed in writing in a contract or agreement that such person or organization is required to be added as an additional insured on your policy, provided that the written contract or agreement has been executed prior to the time the "occurrence" takes place; or
2. To whom a certificate of insurance has been issued on your policy naming such person or organization as an additional insured, provided that the certificate of insurance has been issued prior to the time the "occurrence" takes place. The certificate of insurance must be approved and on file with the insurance carrier or authorized program administrator.

The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to liability arising out of:
   a. Premises you own, rent, lease, or occupy; or
   b. Your ongoing operations performed for that additional insured.
2. If you have a written contract or agreement in place with an additional insured, the Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less.

   If you do not have a written contract or agreement in place, with an additional insured to which a certificate of insurance has been issued on your policy naming such person or organization as an additional insured, the Limits of Insurance applicable to the additional insured are those specified in the certificate of insurance or in the Declarations for this policy, whichever is less

All other terms and conditions of this policy remain unchanged.

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DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Coverage	Amount and Basis of Deductible PER CLAIM	or	PER OCCURRENCE
Bodily Injury Liability	$ n/a		$ n/a
OR			
Property Damage Liability	$ n/a		$ n/a
OR			
Bodily Injury Liability and/or Property Damage Liability Combined	$ n/a		$ 1,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

Commerical General Liability Coverage Part is limited to Appliances and Accessories - installation, service or repair

A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:

a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";

b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or

c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

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2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";

b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or

c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suits" seeking those damages; and

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

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
CSP80000000173-02	11/20/2026	Concert Specialty Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Association for Delivery Drivers, Inc	One80 Intermediaries Inc. dba International Excess Program Managers Agency, Inc.

COVERAGE PARTS AFFECTED

Commercial General Liability
Commerical Inland Marine

CHANGES

In consideration of the premium charged, it is hereby understood and agreed:

1) Limits of coverage subject to Scheduled Independent Contractor driver/vehicles only as per schedule on file with the Company

2) Monthly Reports are due by the 10th of each month. The monthly report must identify every driver contracted with Rx2Go.

3) Third Party Dishonesty is excluded from Form CTCM2025 05 20 Customized Cargo and Logistics Coverage Form and the policy.

4) Rx2Go Surcharge tier (cargo) : The Surcharge tier applies to any driver contracted with or doing work for Rx2Go. That covers drivers enrolled under company code RX2G54 and drivers who list Rx2Go as a primary, second or third contracting company, including drivers who start Rx2Go work during the term. Surcharge tier deductibles: general freight $500; pharma/electronics $500; misdelivery/mysterious disappearance $1,000; left unattended without authorization $1,000. The $250,000 cargo plan is not available in this tier. Cannabis is not covered in this tier

5) Hauling of Quarry Materials is excluded from the General Liability and Cargo Coverage.
6) Surcharge Tier Drivers must complete the cargo loss prevention training. Failure to complete, reverts tier to +25% with $1,500 unattended deductible from the first of the following month.
7) Form CTCM2025 0520 is modified to add "2.c." as follows: Property left unattended at the point of delivery at the direction/ authorization of a shipper or company contracting with the insured for delivery services

TAX TYPE TAX AMOUNT



Authorized Representative Signature

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
CSP80000000173-02	11/01/2026	Concert Specialty Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Association for Delivery Drivers, Inc.	One80 Intermediaries Inc. dba International Excess Program Managers Agency, Inc.

COVERAGE PARTS AFFECTED

All Coverage Parts

CHANGES

8)Cargo Deductible Schedule (Per Monthly Reporter)

General Freight Deductible: $100 (Except for $250,000 Limit $500 Deductible) **Note see the 2 supplement deductibles depending upon types of loss
Pharma/Electronic Deductible: $100 (Except for $250,000 Limit $500 Deductible) **Note see the 2 supplement deductibles depending upon types of loss
**Misdelivery of Goods/Unexplained or Mysterious Disappearance of Goods in due course of transit, including inventory shortages: $250 (Except for $250,000 Limit $750 Deductible)
**Goods left unattended outside of the insured's vehicle without prior written authorization by claimant or shipper/consignor to do so: $500 (Except for $250,000 Limit $1,000 Deductible)

TAX TYPE TAX AMOUNT



Authorized Representative Signature

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EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

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

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

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

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

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

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POLICY NUMBER: CSP80000000173-02

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) **$** Per Quote **This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):** **Additional information, if any, concerning the terrorism premium:**
SCHEDULE – PART II
Federal share of terrorism losses **80** **%** (Refer to Paragraph **B.** in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

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

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

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CONNECTICUT CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

A. The term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under Connecticut law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of such Named Insured's household, including a ward or foster child; or

2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, or Farm Umbrella Liability Policy, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of your household, including a ward or foster child.

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CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

A. The **Cancellation** Common Policy Condition is replaced by the following:

Cancellation

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

2. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

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

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. Cancellation of policies in effect for 60 days or more.

a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;

(d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

(e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

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(2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Physical changes in the property which increase the hazard insured against;

(b) A material increase in the hazard insured against; or

(c) A substantial loss of reinsurance by us affecting this particular line of insurance.

b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph **3.a.** above.

c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

d. Notice of cancellation will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a United States Post Office certificate of mailing.

4. We will give notice to you at your last mailing address known to us.

5. Notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The policy period will end on that date.

6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

B. The following conditions are added and supersede any other provision to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.

With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

2. Conditional Renewal

a. If we conditionally renew this policy under terms or conditions less favorable to the insured than currently provided under this policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.

b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:

(1) Reduction in coverage limits;

(2) Coverage provisions added or revised that reduce coverage; or

(3) Increases in deductibles.

3. Notices Of Nonrenewal And Conditional Renewal

a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.

b. This notice will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a certificate of mailing.

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

c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.

C. The **When We Do Not Renew** Condition of the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part and Employment-Related Practices Liability Coverage Part does not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

EXCLUSION - ASSAULT OR BATTERY

This endorsement modifies the insurance provided under:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to added to Paragraph **2., Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "bodily injury," or "property damage" arising out of an "assault or battery".

This exclusion applies without regard to the theory of liability and includes "assault or battery" resulting from:

1. The failure to provide or maintain a safe environment or warn of any risk or danger;
2. The employment, hiring, investigation, supervision, training, retention of any individual or entity;
3. The failure to render aid or treatment;
4. The failure to make a timely report to the proper authorities; or
5. The selling, service or furnishing of alcoholic beverages.

B. The following exclusion is added to added to Paragraph **2., Exclusions** of **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to "personal and advertising injury" arising out of an "assault or battery".

This exclusion applies without regard to the theory of liability and includes "assault or battery" resulting from:

1. The failure to provide or maintain a safe environment or warn of any risk or danger;
2. The employment, hiring, investigation, supervision, training, retention of any individual or entity;
3. The failure to render aid or treatment;
4. The failure to make a timely report to the proper authorities; or
5. The selling, service or furnishing of alcoholic beverages.

C. The following exclusion is added to added to Paragraph **2., Exclusions** of **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS:**

We will not pay expenses for "bodily injury" arising out of an "assault or battery".

This exclusion applies without regard to the theory of liability and includes "assault or battery" resulting from:

1. The failure to provide or maintain a safe environment or warn of any risk or danger;
2. The employment, hiring, investigation, supervision, training, retention of any individual or entity;
3. The failure to render aid or treatment;
4. The failure to make a timely report to the proper authorities; or
5. The selling, service or furnishing of alcoholic beverages.

D. The following is added to **SECTION V – DEFINITIONS:**

"Assault or battery" means actual or threatened harmful or offensive contact or communication and includes physical or emotional abuse.

E. Exclusion **a.** of Paragraph **2., Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE** is deleted and replaced by the following:

This insurance does not apply to:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

F. The exclusion for "assault or battery" added by this endorsement does not apply to the extent coverage is afforded by the Limited Coverage- Abuse or Molestation form purchased by you and endorsed to the policy. If you purchased the coverage provided by the Limited Coverage- Abuse or Molestation form, the most we will pay for "damages" and "costs of defense" for any claim or "suit" resulting from "assault or battery" is the sublimit stated in the Schedule to the Limited Coverage- Abuse or Molestation form.

All Other Terms And Conditions Of This Policy Remain Unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION - HUMAN TRAFFICKING OR EXPLOITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION** I **- COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph **2. Exclusions** of **Section I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened "human trafficking or exploitation", prostitution, or slavery of or by any person, whether caused by or at the instigation of any insured, its "employee", "temporary worker", independent contractor or any other person;

2. The failure of any insured or anyone else for whom an insured is legally responsible to prevent, suppress or report to the proper authorities or emergency personnel "human trafficking or exploitation", prostitution or slavery;

3. The negligent:

a. Employment;

b. Investigation;

c. Supervision;

d. Training; or

e. Retention;

of any person for whom any insured is legally responsible and whose conduct would be excluded by **1.** or **2.** above.

B. The following is added to the **Definitions** Section:

"Human trafficking or exploitation" means any an act, threat, intimidation, coercion or coercive persuasion, including, but not limited to:

1. The use of human beings through fraud, force or coercion for personal satisfaction, sexual acts, forced labor, domestic servitude or financial gain;

2. The violation or alleged violation of any law or regulation regarding human or sex trafficking or human or sexual exploitation;

3. Acquisition, detainment, confinement, housing or transportation of a person against their will or by coercion for personal satisfaction, financial gain, or for harmful, offensive or illegal contact of a sexual nature; or

4. Harmful or offensive contact, including assault or battery or sexual abuse or molestation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

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

2. The negligent:

a. Employment;

b. Investigation;

c. Supervision;

d. Reporting to the proper authorities, or failure to so report; or

e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph **1.** above.

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EXCLUSION – DESIGNATED WORK

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Description of your work: This exclusion applies to the "Standard" Rate/Coverage Tier For Claims Arising from Product Assembly or Installation Operation per the Monthly Report on file with the insurance company.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY AMENDATORY ENDORSEMENT - LOGISTICS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

1. Paragraph 2. **Exclusion** a. is deleted and replaced by the following:

   a. **Expected or Intended Injury**

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

2. Paragraph 2. **Exclusion** g. (2) (a) is deleted and replaced with the following:

   (a) Less than 60 feet long; and

3. Paragraph 2. **Exclusion** j. (6), second exception paragraph after (6), is deleted and replaced with the following:

   Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

4. The last paragraph of 2. **Exclusions** is deleted and replaced with the following:

   Exclusions c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to coverage as described in **SECTION III - LIMITS OF INSURANCE.**

B. **SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS** is amended as follows:

1. Paragraph 2. **Exclusion** b. is deleted and replaced with the following:

   b. **Hired Person**

   To a person hired to do work for or on behalf of any insured or tenant of any insured; however, this exclusion does not apply to "volunteer workers" while engaged in maintenance or repair of your premises.

C. The following coverages are added to **SECTION I - COVERAGES:**

WATER DAMAGE LEGAL LIABILITY

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" arising out of “water damage” to premises that are both rented to and occupied by you. The amount we will pay for damages is limited as described in **SECTION III -LIMIT OF INSURANCE.**

2. Exclusions

Coverage for Water Damage Legal Liability does not apply to:

a. "Property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

b. "Property damage" caused by or resulting from any of the following:

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(1) Wear and tear;

(2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to destroy itself;

(3) Smog or smoke;

(4) Settling, cracking, shrinking or expansion;

(5) Insects, birds, rodents or other animals; or

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

(7) Water that leaks or flows from any plumbing, heating, air conditioning or fire protection system caused by or resulting from freezing, unless:

i. You make a reasonable effort to maintain heat in the building or structure; or

ii. You drain the equipment and shut off the water supply if the heat is not maintained.

c. "Property damage" caused directly or indirectly by any of the following:

(1) Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;

(2) Volcanic eruption, explosion or effusion;

(3) Flood, surface water, waves, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

(4) Mudslide or mudflow;

(5) Water that backs up from a sewer or drain;

(6) Water under the ground surfaces pressing on, or flowing or seeping through

i. Foundations, walls, floors or paved surfaces;

ii. Basements, whether paved or not;

iii. Doors, windows or other openings.

d. "Property damage" to:

(1) Plumbing, heating air conditioning, fire protection systems or other equipment or appliances; or

(2) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not.

D. **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** is amended as follows:

1. Paragraph 1.b. is deleted and replaced with the following:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is deleted and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $350 a day because of time off from work.

E. **SECTION II - WHO IS AN INSURED** is amended as follows:

1. Paragraph 2.a. is deleted and replaced with the following:

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

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"volunteer workers" are an insured for:

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

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

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

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

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

(2) "Property damage" to property:

(a) Owned, occupied or used by;

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

2. Paragraph 3.a. is deleted and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

3. Paragraph 4. Is added as follows:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured in this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or

b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

4. Paragraph 5. Is added as follows:

5. Vendors - Any person(s) or organization(s) with whom you agree in a written contract or agreement to name as an insured but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of such contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except with unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

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(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in subparagraphs (4) or (6); or

(b) Such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person{s) or organization(s) from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. The insurance afforded to such vendor only applies to the extent permitted by law.

d. The most we will pay on behalf of the vendor is the amount of insurance:

(a) Required by the contract or agreement; or

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

whichever is less.

This paragraph shall not increase the applicable Limits of Insurance shown in the Declarations.

5. Paragraph 6. Is added as follows:

Managers or Lessors of Premises - Any person(s) or organization(s) with whom you agree in a written contract or agreement to name as an insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions: This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in the premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s).

(1) The insurance afforded to such manager or lessor only applies to the extent permitted by law.

(2) The most we will pay on behalf of the manager or lessor is the amount of insurance:

(a) Required by the contract or agreement; or

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

whichever is less.

This paragraph shall not increase the applicable Limits of Insurance shown in the Declarations.

F. SECTION III - LIMITS OF INSURANCE is amended as follows:

1. Paragraph 8. is added as follows:

8. The most we will pay under Water Damage Legal Liability for all "property damage" arising out of any one "occurrence" is $25,000.

G. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Paragraphs e. and f. are added to 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** as follows:

e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:

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(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

2. Paragraph 6. **Representations** is deleted in its entirety and replaced by the following:

6. **Representations**

a. By accepting this policy, you agree:

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

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

(3) We have issued this policy in reliance upon your representations.

b. It will not be considered a violation of this condition if you:

(1) Unintentionally fail to disclose all hazards existing at the inception of this policy; or

(2) Unintentionally make an error, omission or provide an improper description of premises or other statement of information in applying for this insurance.

c. You must notify us as soon as possible after the discovery of any hazards, errors or omissions in the information provided or any other relevant information that was not provided to us prior to the acceptance of this policy.

3. Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. **Blanket Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage if there is a contract, executed prior to the loss, with that person or organization that requires you to waive rights of recovery.

H. The following is added to **SECTION V - DEFINITIONS:**

“Water damage” means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam. Water damage does not include the cost of repairing or replacing the system or appliance from which the water or steam escapes.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANNABIS EXCLUSION

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

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

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

b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or

2. "Property damage" to "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **A.1.** or **A.2.** above.

However, Paragraph **A.1.b.** does not apply to "bodily injury" or "property damage" arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

(1) An insured; or

(2) Any other person for whom you are legally responsible

but only if the "bodily injury" or "property damage" does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

B. The exclusion in Paragraph **A.** does not apply to '"personal and advertising injury" arising out of the following offenses:

1. False arrest, detention or imprisonment; or

2. The wrongful eviction from, wrongful entry into, or invasion of the right or private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

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

"Cannabis":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph **C.1.** above includes, but is not limited to, any of the following containing such THC or cannabinoid:

a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

b. Any compound, byproduct, extract, derivative, mixture or combination, such as:

(1) Resin, oil or wax;

(2) Hash or hemp; or

(3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph **C.2.a.**

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CONCERT SPECIALTY INSURANCE COMPANY
44 South Vail Avenue, Suite 107
Arlington Heights, IL 60005

COMMERCIAL INLAND MARINE
DECLARATIONS PAGE

POLICY NUMBER CSP80000000173-02

NAMED INSURED AND MAILING ADDRESS

Association for Delivery Drivers, Inc

29 Valley Dr #4994

Greenwich CT 06831

PRODUCER NAME

One80 Intermediaries Inc. dba International Excess Program Managers Agency, Inc.
1 Integrity Pkwy, Cleveland, OH 44143

POLICY PERIOD: From 11/20/2026 to 11/01/2027

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

THE NAMED INSURED IS: CORPORATION

BUSINESS DESC: COURIER

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

TYPE OF COVERAGE (select all that apply)

- [x] CUSTOMIZED CARGO AND LOGISTICS COVERAGE
- [ ] CONTINGENT CARGO COVERAGE
- [ ] WAREHOUSEMEN'S LEGAL LIABILITY COVERAGE
- [ ] OTHER _____
- [ ] OTHER _____
- [ ] OTHER _____

LIMITS OF INSURANCE (This section is to describe Coverage(s) and Limit(s) if you selected "OTHER" above; otherwise leave blank)

1.	**COVERAGE**		**LIMIT:**
			$ NOT COVERED
			$ NOT COVERED
2.	**COINSURANCE (if applicable):**		0.00 %
3.	**DEDUCTIBLE: $** 0.00	**OR**	0.00 %
			of value of each scheduled item, subject to a $ minimum per occurrence.
4.	**RATE:**		**$ per $100 of Values**
5.	**PREMIUM**		$ NOT COVERED

Terrorism Exclusion Applies-Terrorism Insurance Act Rejected NOT COVERED

LOCATION **BUILDING**

ALL ALL

COVERAGE DESCRIPTION:

	DED	LIMIT	PREMIUM
CUSTOMIZED CARGO AND LOGISTICS	$ Per Report	$Per Report	$750.00

LOCATION **BUILDING**

COVERAGE DESCRIPTION:

	DED	LIMIT	PREMIUM
WAREHOUSEMEN'S LEGAL LIABILITY	$ 0.00	$ 0.00	$ NOT COVERED

LOCATION ALL **BUILDING** ALL

COVERAGE DESCRIPTION:

	DED	LIMIT	PREMIUM
CONTRACTOR'S EQUIPMENT (Per Reporter)	$100	$5,000	$ INCLUDED

LOCATION **BUILDING**

COVERAGE DESCRIPTION:

	DED	LIMIT	PREMIUM
OTHER	$ 0.00	$ 0.00	$ NOT COVERED

LOCATION **BUILDING**

COVERAGE DESCRIPTION:

	DED	LIMIT	PREMIUM
OTHER	$ 0.00	$ 0.00	$ NOT COVERED

LOCATION **BUILDING**

COVERAGE DESCRIPTION:

	DED	LIMIT	PREMIUM
OTHER	$ 0.00	$ 0.00	$ NOT COVERED

FORMS AND ENDORSEMENTS
See attached Forms Schedule

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

IN WITNESS WHEREOF, Concert Specialty Insurance Company has executed and attested these presents.

President Secretary

COUNTERSIGNED 11/20/2026 **BY:** 

(Date) **(Authorized Representative)**

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in the Commercial Inland Marine Coverage Forms:

GENERAL EXCLUSIONS

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

1. **War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
2. **Nuclear Hazard**, meaning any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
   a) Loss caused by nuclear hazard shall not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against and Limitations.
   b) This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from nuclear hazard is covered.
3. **Governmental Action**, including seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority taken at the time of a fire to prevent its spread, if the fire would otherwise be covered under the Coverage Form.

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of "loss," either may make written demand for an appraisal of the "loss." In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court of competent jurisdiction. The appraisers will state separately the value of the property and amount of "loss." If they fail to agree, they will submit their difference to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser, and
2. Bear the other expenses of the appraisal and umpire equally.

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

C. Duties In the Event of Loss

You must see that the following are done in the event of "loss" to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the "loss." Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the "loss" occurred.
4. Take all reasonable steps to protect the Covered Property from further damage. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses, for consideration in the settlement of the claim.
5. Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our consent.
6. Permit us to inspect the property and records proving "loss."
7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably, about any mater relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Promptly send us any legal papers or notices received concerning the “loss.”

10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this Coverage Part’s coverages apply to the same “loss,” we will not pay more than the actual amount of the “loss.”

E. Loss Payment

We will pay or make good any “loss” covered under this Coverage Part within 30 days after:

1. We reach agreement with you;
2. The entry of final judgment; or
3. The filing of an appraisal award.

We will not be liable for any part of a “loss” that has been paid or made good by others.

F. Other Insurance

If you have other insurance covering the same “loss” as the insurance under this Coverage Part, we will pay only the excess over what you should have received from the other insurance. We will pay the excess whether you collect on the other insurance or not.

G. Pair, Sets Or Parts

1. Pair or Set. In case of “loss” to any part of a pair or set we may:
   a. Repair or replace any part to restore the pair or set to its value before the “loss”; or
   b. Pay the difference between the value of the pair or set before and after the “loss.”
2. Parts. In case of “loss” to any part of Covered Property consisting of several parts when complete, we will pay only for the value of the lost or damaged part.

H. Privilege To Adjust With Owner

In the event of “loss” involving property of others in your care, custody or control, we have the right to:

1. Settle the “loss” with the owners of the property.
2. A receipt for payment from the owners of that property will satisfy any claim of yours.
3. Provide a defense for legal proceedings brought against you. If provided, the expense of this defense will be at our cost and will not reduce the applicable Limit of Insurance under this insurance.

I. Recoveries

Any recovery or salvage on a “loss” will accrue entirely to our benefit until the sum paid by us has been reimbursed.

J. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss of a scheduled item, in which event we will refund the unearned premium on that item.

K. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “loss” to impair them.

If any act or agreement of yours before or after loss impairs your right to recover from others, we will not cover the loss, nor will we cover any loss which you settle or compromise without our written consent.

GENERAL CONDITIONS

A. Concealment, Misrepresentation, Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the “loss.”

C. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

D. Policy Period

We cover “loss” occurring during the policy period shown in the Declarations.

E. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before the “loss”; or
3. The cost of replacing that property with substantially identical property.

In the event of “loss” the value of property will be determined as of the time of “loss.”

F. Liberalization

If we adopt any revision which would broaden the coverage under this Coverage Part without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

G. Substitution of Terms

In any Inland Marine Coverage Forms attached, wherever the word “policy” appears in the Insuring Agreement, Exclusions, Conditions or Definitions, the term “Coverage Part” is substituted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE MICROORGANISM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE FORM

This policy does not insure for loss, damage, claim, cost, expense or other sums directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other microorganisms of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether or not there is:

1. Any physical loss or damage to insured property;
2. Any insured peril or cause, whether or not contributing concurrently or in any sequence;
3. Any loss of use, occupancy or functionality to insured property; or
4. Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISUSE OF DOCUMENTS AND DATA (INCLUDING IDENTITY THEFT) EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

This policy is extended to cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to counterfeiting or alteration of documents or any unlawful use of documents or data contained on or in the goods covered hereunder including but not limited to "identity theft".

Coverage under this extension only applies to cost, claim or expense which is as a consequence of loss, damage or liability which is otherwise covered by this policy.

The maximum amount payable in respect to all claims made under this extension shall not exceed the limit shown below and is part of and not in addition to the Limit of Liability stated in the Schedule:

Misuse of Documents and Data Sub Limit:

$25,000 any one occurrence and in the aggregate for the Policy Period.

A separate deductible of $1,000 applies to each occurrence covered by this extension.

This extension covers cost, claim or expense resulting from events that occur during the Policy Period whether or not the cost, claim or expense covered by this section occurs during the Policy Period.

"Identity Theft" means any unauthorized use of any person's name or personal information (including but not limited to Social Security numbers, driver's license number or account numbers) to assume that person's identity.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

CUSTOMIZED CARGO AND LOGISTICS COVERAGE FORM

A. The following exclusion is added to Paragraph **4. :**

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

Cyber Incident

1. Unauthorized access to or use of any computer system (including electronic data).

2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.

3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

B. Fire Or Explosion Exception

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

C. Vandalism

The following is added to vandalism:

Vandalism does not include a cyber incident as described in Paragraph **A.**

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CUSTOMIZED CARGO AND LOGISTICS COVERAGE FORM

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

Throughout this policy, the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us,” and “our” refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **11. Definitions**.

1. This policy covers the liability of the insured as a “courier”, carrier for hire, warehouseman, freight forwarder, freight broker, logistics service provider or other bailee, either by law or assumed by contract, whether written or otherwise, for “loss”, including “document reconstruction,” “loss of interest,” and “face value” to lawful goods and merchandise, including “non-negotiable instruments”, the property of others while in the care, custody, or control of the insured, or the insured’s agents or connecting carriers, while in “due course of transit” or while in storage, if a location limit is shown on the Schedule of Limits, and while anywhere within the United States and Canada (“covered property”).

If "covered property" is transported or stored under a written contract or agreement which is in effect between the insured and the shipper, this policy will cover the insured’s liability as set forth in said contract or agreement, not to exceed the amounts shown in the Schedule of Limits, and subject to all other terms, conditions, exclusions and deductibles stated in this policy.

2. This policy does not cover “loss” to the following property:

a. Securities, currency, cash, bullion, precious stones, jewelry or other similar valuables, paintings, statuary or other works of art, except as specified in the Customized Cargo and Logistics Schedule of Limits, Sublimit E.

b. Property carried or stored gratuitously or as an accommodation.

3. Additional Coverages

a. Debris Removal

(1) We will pay your expenses to remove debris of "covered property" after a “loss” that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of “loss.”

(2) The most we will pay under this Additional Coverage is 25% of the amount we pay for the direct “loss” to "covered property", plus the deductible applicable to that “loss”. But, if the debris removal expense exceeds the amount calculated above, or if the sum of our payments for direct “loss” and debris removal exceeds the applicable Limit of Insurance shown in the Schedule of Limits, we will pay up to $25,000 in any one “occurrence” as an additional amount of insurance.

(3) We will not pay your expense to extract “pollutants” from land or water, or to remove, restore, or replace polluted land or water under this Additional Coverage.

b. Lost Income

(1) We will pay for income you lose (unable to collect) due to direct physical “loss” or damage to covered property caused by or resulting from a peril not otherwise excluded.

(2) Subject to an annual aggregate of $25,000, the most we will pay in any one “occurrence” is $25,000.

c. Moving Equipment

We will pay for “loss” to van pads, hand trucks, dollies, pallets, containers and other similar equipment, including spare parts to handle or ship "covered property" that you:

(1) Own or use; and

(2) Carry in or on any automobile, van, truck, or trailer that you use.

This Additional Coverage does not apply to motorized equipment. The most we will pay under this Additional Coverage is $25,000 in any one “occurrence”. No deductible applies to this Additional Coverage.

d. Preservation of Property

(1) We will pay for “loss” to "covered property" if it is necessary to move that property to avoid imminent “loss”.

(2) This Additional Coverage applies while "covered property" is being moved to and/or from a premises, and while it is temporarily stored at a premises, if the “loss” occurs within 30 days after the property is first moved.

(3) The most we will pay for this Additional Coverage is $25,000 in any one occurrence.

4. This policy does not cover “loss” caused by or resulting from:

a. Any fraudulent, dishonest or criminal act(s) committed alone or in collusion with others by the insured or any officer, director, partner, trustee, or other authorized representative of the insured. This exclusion does not apply to “employee dishonesty”.

b. “Indirect loss” caused by delay, loss of use or loss of market; except as provided in the Schedule of Limits as a direct result of fire, collision or overturn of the transporting vehicle;

c. “Re-calibration” of “electronics”, unless there are visible signs of damage;

d. Forged warehouse receipts;

e. Inherent vice, latent defect, wear and tear, gradual deterioration and changes in atmosphere whether wet or dry;

f. Rodents, molds, insects, weevils or other infestation, or fumigation for such infestation;

g. The interruption of heat, light, power, gas or fuel supplied to the premises;

h. Unexplained or mysterious disappearance of items kept in warehouse or location storage, including inventory shortage, unless the depositor of the goods establishes any such loss occurred because of the insured’s failure to exercise the care a reasonably careful person would exercise in the handling of the depositor’s good;

i. “Loss”, liability or expense of any kind or nature whatsoever, imposed on the insured, directly or indirectly, in consequence of, or with respect to, the actual or potential discharge, emission, spillage or leakage upon or into the seas, waters, land or air, of oil, petroleum products, chemicals, or any solid, liquid, gaseous or thermal irritant or contaminant, including waste. Waste includes material to be recycled, reconditioned or reclaimed.

j. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.

5. Each “occurrence” for “loss” will be adjusted separately and from each such adjusted “occurrence”, the sum of deductibles as shown in the Deductible Schedule will be deducted. More than one deductible may apply to a single “occurrence”.

6. We will not be liable for loss or damage to property while in “due course of transit” or while in storage, for more than the invoice amount including all freight charges due and payable. In the absence of an invoice, we will not be liable for more than the cash market value at the time and place of such loss or damage. In no event will our liability exceed what it would then cost to repair or replace, including “document reconstruction”, such lost or damaged property with other property of like kind and quality. However, at our discretion, "covered property" which was sold by a seller prior to any “loss” may be valued at the destination market value less any charges or expenses not incurred. Nothing in this paragraph shall be construed to increase our limits as specified in the Schedule of Limits.

7. Defense Costs

a. We will defend any suit against the insured seeking damages for “loss” to "covered property", even if such suit is groundless, false or fraudulent. We may investigate, negotiate and settle any claim or suit as we deem expedient.

b. We will pay all premiums on bonds to release attachments for an amount in excess of the amount of this policy, and pay all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

c. We will pay all expenses incurred by us, all costs taxed against the insured in any such suit and its proportionate share of any interest accruing after entry of such judgment until we have paid, tendered or deposited in court such judgment as does not exceed our Limit of Insurance; and

d. We will reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at our request.

Defense costs described under this section are in addition to the limits provided by this policy. The deductible provisions of this policy will not apply to defense costs.

8. This policy shall be void if assigned or transferred without our written consent.

9. Reimbursement to the Company

The insured agrees to reimburse us for any payments we make that we would not have been obligated to make under the provisions of this policy, except for the conditions of the endorsements(s) that may be attached to this policy in order to comply with the requirements of federal laws or laws of any state in which the insured may operate.

10. Other Insurance

If other insurance is available to you for loss covered under this policy, our obligations are limited as follows:

We will pay the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.

11. Definitions

a. “Courier” means:

(1) Messenger service; or

(2) Package delivery service operating as a carrier or as an express carrier, including its employee, owner-operator, contract driver, or agent.

b. “Document reconstruction” means the cost to reproduce or reconstruct, lost or damaged documents or records electronically generated or stored.

c. "Due course of transit” means the period of time:

(1) After "covered property" leaves its original location; and

(2) Until "covered property" arrives at the final destination and such property is transferred to the exclusive custody and control of the consignee.

In the event of non-delivery, transit ends when "covered property" is returned to the consignor or customer.

d. “Electronics” means items such as computers, copiers, medical diagnostic machinery, numerically controlled diagnostic equipment containing microprocessors and similar types of goods.

e. “Employee Dishonesty” means “loss” or damage to money, securities or other property resulting directly from theft committed by an employee or independent contractor including connecting carriers for hire, whether identified or not, acting alone or in collusion with other persons.

f. “Face value” means the monetary value for items defined under “non-negotiable instruments” in **j.** below, that cannot be reconstructed.

g. “Indirect loss” means adverse financial impact to the shipper due to the cargo not reaching its destination or reaching its destination late, where there is no physical damage to the cargo.

h. “Loss” means direct and accidental loss or damage.

i. "Loss of interest" means any loss of interest actually sustained by a shipper or consignee(s) arising out of the necessary use of funds to maintain cash balances during the period of reconstruction after a covered loss, based on the Federal Reserve discount rates.

j. "Non-negotiable instruments" means items of no intrinsic value including but not limited to, canceled and for deposit only stamped checks, letters, data processing media, letter(s) of transmittal, non-negotiable stocks, bonds, drafts, notes, vouchers, accounts, bill deeds, letters of credit, passports, tickets, documents, manuscript notes, and mechanical drawings.

k. "Occurrence" means any one loss or event, which could involve one or more items and one or more shippers or consignees.

With respect to "Employee Dishonesty" only, "occurrence" means:

(1) An individual act;

(2) The combined total of all separate acts whether or not related; or

(3) A series of acts whether or not related;

committed by an employee or independent contractor including connecting carriers for hire acting alone or in collusion with other persons.

l. Pollutants" means any solid, liquid, gaseous, or thermal irritant or contamination including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned, or reclaimed.

m. "Re-calibration" means to re-adjust precisely for the originally intended function.

11. Salvage and Recovery

In the event of any recovery and/or salvage on a "loss" that has been paid, such recovery and/or salvage shall accrue entirely to the benefit of the Company until the sum paid by the Company has been repaid.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMIZED CARGO AND LOGISTICS POLLUTANT CLEANUP SUB-LIMIT

This endorsement modifies insurance provided under the following:

CUSTOMIZED CARGO AND LOGISTICS COVERAGE FORM

Pollutant Cleanup and Removal

We will pay expenses for which you are legally liable to extract “pollutants” from land or water where a covered loss occurs if the discharge, dispersal, seepage, migration, release or escape of the “pollutants” from “Covered Property” is caused by or results from a covered loss that occurs during the policy period. This coverage only applies to “Covered Property” while transported or stored under a written contract or agreement which is in effect between the insured and the shipper.

The expenses will be paid only if they are reported to us in writing within 90 days of the date on which the covered loss occurs.

This coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of “pollutants”. But we will pay for testing which is performed in the course of extracting the “pollutants” from land or water.

The most we will pay under this coverage is $10,000 for the sum of all covered expenses arising out of a covered loss occurring during each separate 12 month period of this policy.

Preservation of Property

If it is necessary to move Covered Property to preserve it from loss by a covered loss, we will pay for any direct physical loss to the Covered Property:

1. While it is being moved or while temporarily stored at another location; and
2. Only if the loss occurs within 30 days after the Covered Property is first moved.

Debris Removal Coverage

We will pay your expense to remove debris of Covered Property caused by or resulting from a covered loss that occurs during the policy period. The most we will pay under this coverage is

$2,500 for the sum of all covered expenses arising out of a covered loss occurring during each separate 12 month period of this policy.

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CUSTOMIZED CARGO AND LOGISTICS SCHEDULE OF LIMITS

The liability of the Company for any one occurrence, partial, total or salvageable charges, other expenses (except defense) all combined shall in no event exceed the following limits per occurrence:

A. Unspecified Cargo while in the "due course of transit" $ Per Limit - Monthly Reporter

B. Specified Customer(s) Cargo while in "due course of transit"

	Customer	Limit
1.		$
2.		$
3.		$
4.		$
5.		$
6.		$
7.		$
8.		$
9.		$

C. CUSTOMER STORAGE MAXIMUM LIMIT PER LOCATION – where a fee is charged per a storage receipt or customer agreement The limit applies to all customers combined.

	Location	Limit
1.		$
2.		$
3.		$
4.		$
5.		$
6.		$
7.		$
8.		$
9.		$

D. Sublimit for: "Indirect loss" caused by delay, loss of use or loss of market; as a direct result of fire, collision or overturn of the transporting vehicle. $5,000

E. Sublimit for: Securities, currency, cash, bullion, precious stones, jewelry or other similar valuables, paintings, statuary or other works of art. $2,500

CUSTOMIZED CARGO AND LOGISTICS DEDUCTIBLE SCHEDULE

All deductibles set forth below will apply separately for each occurrence that affects each category of property as outlined in the Customized Cargo and Logistics Schedule of Limits form attached to the Policy.

A. General Cargo while in the due course of transit:

1. $ Per Reporter Applies to Pharmaceuticals
2. $ Per Reporter Applies to Electronics
3. $ Per Reporter Applies to covered property except 1. and 2. above

B. SPECIFIED CUSTOMER (S)

Customer	Pharmaceuticals Deductible	Electronics Deductible	All Other Covered Property Deductible
1.	$	$	$
2.	$	$	$
3.	$	$	$
4.	$	$	$
5.	$	$	$
6.	$	$	$
7.	$	$	$
8.	$	$	$
9.	$	$	$
10.	$	$	$

C. CUSTOMER STORAGE LOCATION (Where a fee is charged per a storage receipt or customer agreement)

Location	Pharmaceuticals Deductible	Electronics Deductible	All Other Covered Property Deductible
1.	$	$	$
2.	$	$	$
3.	$	$	$
4.	$	$	$
5.	$	$	$
6.	$	$	$
7.	$	$	$
8.	$	$	$
9.	$	$	$
10.	$	$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

A. The **Cancellation** Common Policy Condition is replaced by the following:

Cancellation

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

2. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

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

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. Cancellation of policies in effect for 60 days or more.

a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;

(d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

(e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

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(2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Physical changes in the property which increase the hazard insured against;

(b) A material increase in the hazard insured against; or

(c) A substantial loss of reinsurance by us affecting this particular line of insurance.

b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph **3.a.** above.

c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

d. Notice of cancellation will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a United States Post Office certificate of mailing.

4. We will give notice to you at your last mailing address known to us.

5. Notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The policy period will end on that date.

6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

B. The following conditions are added and supersede any other provision to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.

With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

2. Conditional Renewal

a. If we conditionally renew this policy under terms or conditions less favorable to the insured than currently provided under this policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.

b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:

(1) Reduction in coverage limits;

(2) Coverage provisions added or revised that reduce coverage; or

(3) Increases in deductibles.

3. Notices Of Nonrenewal And Conditional Renewal

a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.

b. This notice will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a certificate of mailing.

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

c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.

C. The **When We Do Not Renew** Condition of the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part and Employment-Related Practices Liability Coverage Part does not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

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

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

1. The failure, malfunction or inadequacy of:

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

(1) Computer hardware, including micro-processors;

(2) Computer application software;

(3) Computer operating systems and related software;

(4) Computer networks;

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

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

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

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

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

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

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

2. Under the Commercial Property Coverage Part:

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

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

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

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

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POLICY NUMBER: CSP80000000173-02 **IL 09 53 01 15**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **C)** applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
CT	ALL COVERAGE PART
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following definition is added with respect to the provisions of this endorsement:

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

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

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

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

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

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a 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.

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) **$** Per Quote **This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):** **Additional information, if any, concerning the terrorism premium:**
SCHEDULE – PART II
Federal share of terrorism losses **80** **%** (Refer to Paragraph **B.** in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

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

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

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