THIS CONTRACT IS DELIVERED AS A SURPLUS LINE INSURANCE UNDER THE 'NONADMITTED INSURANCE ACT'. THE INSURER ISSUING THIS CONTRACT IS NOT LICENSED IN COLORADO BUT IS AN ELIGIBLE NONADMITTED INSURER. THERE IS NO PROTECTION UNDER THE PROVISIONS OF THE 'COLORADO INSURANCE GUARANTY ASSOCIATION ACT'.

Kieran Dempsey

A STOCK COMPANY

MARKEL®

EVANSTON INSURANCE COMPANY

10275 West Higgins Road, Suite 750
Rosemont, IL 60018

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Kathleen Anne Sturgeon

Secretary

President

EVANSTON INSURANCE COMPANY

State Transaction Code:

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COMMERCIAL EXCESS LIABILITY POLICY DECLARATIONS

POLICY NUMBER: EZXS3260450 RENEWAL OF POLICY: EZXS3210506

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

THE WINFIELD CONDOMINIUM ASSOCIATION, INC.
C/O ASPEN PLACES, 600 EAST HOPKINS AVENUE, SUITE 203
ASPEN, CO 81611

Policy Period: From 07/31/2026 to 07/31/2027 at 12:01 A.M. Standard Time at your mailing address shown above.

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

Limits Of Insurance

Each Occurrence Limit:	$ 5,000,000
Aggregate Limit:	$ 5,000,000
Retained Limit / Each Occurrence:	$

Premium

Policy Premium:	$ 6,500.00
Terrorism Premium:	$ Not Covered
Fees (Where Applicable):	$ 515.90
Total Premium:	$ 7,015.90 Payable At Inception

Audit Period: ☒ Not Applicable ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly

Rating Basis (If Subject To Audit) Premium Basis: _____ Rate: _____

THIS CONTRACT IS DELIVERED AS SURPLUS LINE COVERAGE UNDER THE "NONADMITTED INSURANCE ACT". THE INSURER ISSUING THIS CONTRACT IS NOT LICENSED IN COLORADO BUT IS AN ELIGIBLE NONADMITTED INSURER. THERE IS NO PROTECTION UNDER THE PROVISIONS OF THE "COLORADO INSURANCE GUARANTY ASSOCIATION ACT"

Producer Number, Name and Mailing Address

216545
RT Specialty, LLC
550 King Street Suite 200
Charleston, SC 29403

Endorsements

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

Per Forms Schedule

Schedule Of Underlying Insurance

Per Schedule Of Underlying Insurance

These declarations, together with the Coverage Form and any Endorsement(s), complete the above numbered policy.

Countersigned: 09/24/2026 By: _____

DATE **AUTHORIZED REPRESENTATIVE**

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EVANSTON INSURANCE COMPANY

COMMON POLICY SURPLUS LINES NOTIFICATION SUPPLEMENT TO DECLARATIONS

THIS CONTRACT IS DELIVERED AS SURPLUS LINE COVERAGE UNDER THE "NONADMITTED INSURANCE ACT". THE INSURER ISSUING THIS CONTRACT IS NOT LICENSED IN COLORADO BUT IS AN ELIGIBLE NONADMITTED INSURER. THERE IS NO PROTECTION UNDER THE PROVISIONS OF THE "COLORADO INSURANCE GUARANTY ASSOCIATION ACT".

Carefully read the policy. If this policy is a claims made policy, the following also applies:

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

Carefully read the policy. If this policy is an automobile policy that does not provide the basic complying policy coverages, the following also applies:

This policy does not meet the statutory requirements of this State's financial responsibility laws. It does not provide liability coverage for bodily injury and property damage.

Carefully read the policy. If this policy provides coverage only on property located temporarily or permanently, or operations conducted temporarily or permanently outside the boundaries of the United States of America, its territories or possessions, the following also applies:

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

_____

Broker Name or Initialed by Broker

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HOW TO REPORT A CLAIM

How to report a new claim:

- **Email:** **newclaims@markel.com**
- **FAX:** **(855) 662-7535 (855) 6MARKEL**
- ***Phone:** **(800) 362-7535 (800) 3MARKEL**
- **Mail:** **P.O. Box 2009, Glen Allen, VA 23058-2009**

Please complete the appropriate ACORD form in detail and include the name and phone number of the contact person at the location of the reported incident. If possible, please attach a copy of the facility incident report. When reporting an auto claim, please identify the unit # on the schedule along with the VIN#. If the loss/claim involves a building or damage to property, please provide the physical address of the property.

***Please refer to your specific policy language for new claim reporting requirements. Some policies require you to report all claims in writing only.**

How to send Supplemental Information / Questions on an existing claim:

- **Email:** **markelclaims@markel.com**
- **FAX:** **(855) 662-7535 (855) 6MARKEL**
- **Phone:** **(800) 362-7535 (800) 3MARKEL**
- **Mail:** **P.O. Box 2009, Glen Allen, VA 23058-2009**

If you have questions about a claim, please call 1-800-362-7535.

Inquiries may also be faxed to 1-855-662-7535.

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SCHEDULE OF TAXES, SURCHARGES OR FEES

State	Description	Amount	
CO	Surplus Lines Tax	$	204.00
	CO Clearing House Fee	$	11.90
	Policy Fee	$	300.00
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
TOTAL		$	515.90

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FORMS SCHEDULE

FORM NUMBER	FORM NAME
COMMON	
MJIL 1000 08 10	Policy Jacket (Evanston)
MPIL 1039-CO 01 25	Common Policy Surplus Lines Notification Supplement To Declarations
MPIL 1041 02 20	How To Report A Claim
MADUB 1000 04 17	Commercial Excess Liability Policy Declarations
MDIL 1002 01 10	Schedule of Taxes, Surcharges Or Fees
MDIL 1001 08 11	Forms Schedule
MEIL 1200 03 23	Service Of Suit
MIL 1214 09 17	Trade Or Economic Sanctions
EXCESS LIABILITY	
MADUB 1003 04 17	Schedule Of Underlying Insurance
MAUB 0001 01 15	Commercial Excess Liability Policy
MAUB 1215 01 15	Changes - Single Aggregate Limit
MAUB 1233 01 15	Water Hazards Limitation
MAUB 1243 04 17	Unimpaired Aggregate Limit
MAUB 1255 01 15	Non-Drop Down Provision
MAUB 1264 04 17	25% Minimum Earned Premium (Excess)
MAUB 1310 04 17	Exclusion - Prior Incidents And Prior Construction Defects
MAUB 1312 01 15	Exclusion - Residential Work Or Project - Specified States
MAUB 1338 01 15	Exclusion - Aircraft Products and Grounding
MAUB 1386 01 15	Exclusion - ERISA
MAUB 1390 01 15	Exclusion - Assault Or Battery
MAUB 1506 01 15	Intellectual Property Rights Following Form
MAUB 1543 04 17	Personal And Advertising Injury Aggregate Limit Of Insurance
MAUB 1600 10 20	Exclusion - Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Information
MAUB 1617 01 15	Exclusion - Recall Of Products, Work Or Impaired Property
MAUB 1618 04 17	Exclusion - Sublimited Underlying Coverage
MAUB 1663 01 15	Exclusion - Professional Services
MAUB 1665 01 15	Exclusion - Auto No-Fault And Similar Laws
MAUB 1678 01 15	Exclusion - Pollution
MAUB 1696 01 15	Exclusion Of Certified Acts Of Terrorism
MAUB 1843 04 17	Exclusion - Cross Suits
MAUB 1896 10 23	Exclusion-Habitability
MUB-TERR-2 01 15	Confirmation Of Exclusion Of Certified Acts Of Terrorism Coverage - Terrorism Risk Insurance Act
MAUB 1855 01 23	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

Except with respect to any policy issued in any state in which the insurer is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the insurer to pay any amount claimed to be due hereunder, the insurer, at the request of the named insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the insurer's 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. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Service, Incorporated, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018, and that in any suit instituted against the insurer upon this policy, the insurer will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the insurer hereby designates the Superintendent, Commissioner, or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the named insured or any beneficiary hereunder arising out of this policy, and hereby appoints the above-named as the person to whom the said statutory designee is authorized to mail such process or a true copy thereof.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

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EVANSTON INSURANCE COMPANY

SCHEDULE OF UNDERLYING INSURANCE

Type of Policy / Carrier	Limits Of Insurance	
Commercial General Liability Carrier:		
Evanston Insurance Company	Per Occurrence	$1,000,000
Effective Date: 07/31/2026	General Aggregate	$2,000,000
Expiration Date: 07/31/2027	Products/Completed Operations Aggregate	Included
	Personal and advertising injury	$1,000,000
Hired and Non-Owned Automobile Liability Carrier:		
Evanston Insurance Company	Combined Single Limit	Included_GL
Effective Date: 07/31/2026		
Expiration Date: 07/31/2027		

All Limits Of Insurance are Each Occurrence and Aggregate, if applicable.

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EVANSTON INSURANCE COMPANY

COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy and any "underlying insurance" 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 an Insured under the "underlying insurance". The words "we" and "us" refer to the company providing this insurance.

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

SECTION I. INSURING AGREEMENT

1. We will pay those sums in excess of the limits shown in the Schedule Of Underlying Insurance that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable Limits Of Insurance.

2. This policy is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except:

a. We will have no obligation under this policy with respect to any claim or suit that is settled without our consent; and

b. With respect to any provisions to the contrary contained in this policy.

3. The amount we will pay for damages shall not exceed the Limits Of Insurance shown in the Declarations.

4. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the "underlying insurance" has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend ends when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

SECTION II. EXCLUSIONS

The exclusions applicable to the "underlying insurance" also apply to this policy.

SECTION III. LIMITS OF INSURANCE

1. The Limit Of Insurance shown in the Declarations as the Each Occurrence Limit is the most we will pay for damages arising out of any one occurrence or offense.

2. If a Limit Of Insurance is shown in the Declarations as the Aggregate Limit, that amount will apply in the same manner as the aggregate limits shown in the Schedule Of Underlying Insurance.

SECTION IV. CONDITIONS

If any of the following conditions are contrary to conditions contained in the "underlying insurance" the provisions contained in this policy apply.

1. Appeals

In the event the underlying insurer(s) elects not to appeal a judgment in excess of the limits of the "underlying insurance", we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits Of Insurance, for all defense expenses we incur.

2. Maintenance Of Underlying Insurance

a. You agree to maintain the “underlying insurance” in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that “underlying insurance” by the same or another company. Failure to maintain the “underlying insurance” in full force and effect or to meet all conditions and warranties of such “underlying insurance” will not invalidate insurance provided under this policy, but insurance provided under this policy shall apply as if the "underlying insurance" were available and collectible.

b. Reduction or exhaustion of the aggregate limit of any “underlying insurance” by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain “underlying insurance” in full force and effect.

c. No statement contained in this condition limits our right to cancel or not renew this policy.

For purposes of this policy, if any “underlying insurance” is not available or collectible because of:

a. The bankruptcy or insolvency of the underlying insurer(s) providing such “underlying insurance”; or

b. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply and amounts payable hereunder shall be determined as if such “underlying insurance” were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

4. Cancellation

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

b. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the Named Insured’s last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the 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.

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

5. Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

SECTION V. DEFINITIONS

“Underlying insurance” means the policies or self-insurance shown in the Schedule Of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule Of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule Of Underlying Insurance. All “underlying insurance” shall be maintained by you in accordance with the Maintenance Of Underlying Insurance condition of this policy.

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – SINGLE AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

Section **III** – Limits Of Insurance is replaced by the following:

1. The Limit of Insurance shown in the Declarations as Each Occurrence is the most we will pay for damages arising out of any one occurrence or offense.

2. The Aggregate Limit of Insurance shown in the Declarations shall apply in the same manner as the aggregate limits shown in the Schedule Of Underlying Insurance.

However, for damages because of bodily injury, property damage and personal and advertising injury, if any "underlying insurance" contains an aggregate limit that applies separately to each location or to each project, then the annual aggregate limit stated in the Declarations will apply once regardless of the number of locations or projects.

All other terms and conditions remain unchanged.

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER HAZARDS LIMITATION

This endorsement modifies insurance provided under this policy:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

The following is added to the Exclusions section:

This policy does not apply to:

Water Hazards

Liability arising out of swimming activities.

However, this exclusion will not apply if the following conditions are met:

a. A Red Cross Certified or similarly qualified or certified lifeguard is on duty at the swimming pool during all hours open for use; or

b. When there is no lifeguard on duty, the following conditions apply:

(1) Signs are posted and clearly visible stating “No Lifeguard On Duty - Swim At Your Own Risk” as well as “No One Under Age 14 Permitted Without Adult Supervision”;

(2) Flotation ropes are installed between the deep and shallow ends of the swimming pool;

(3) Alcoholic beverages are not permitted in the swimming pool area; and

(4) Glass bottles or containers are not allowed in the swimming pool area;

c. Pools that are fenced have:

(1) Self-closing, self-locking gate;

(2) Signs posted and clearly visible when the swimming pool is closed stating “No Swimming Allowed After (time)”; and

(3) Water depth markings clearly visible on pool sides;

d. Safety equipment, including, but not limited to, life preserver, lifeboat, rope, or pole, is readily available and in proper working condition; and

e. When other than a pool, the swimming area is clearly marked by rope and buoys.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNIMPAIRED AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Limits Of Insurance section:

The aggregate limits on “underlying insurance” shall be unimpaired as of the inception date of this policy.

Only “occurrences” that take place during the policy period of this policy shall be considered in determining the extent of any exhaustion of the aggregate limits on “underlying insurance”.

If any "underlying insurance" is written on a claims made basis, the aggregate limits on “underlying insurance” will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this policy.

All other terms and conditions remain unchanged.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-DROP DOWN PROVISION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The aggregate limits on “underlying insurance” shall not be reduced as respects coverage excluded hereunder. It shall be the insured’s sole responsibility to provide other insurance or self-insurance for any impairment of the underlying aggregate limit.

All other terms and conditions remain unchanged.

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

25% MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. Paragraph **e.** of Condition **4.** Cancellation under Section **IV.** Conditions is replaced by the following:

e. If this policy is cancelled by:

(1) The first Named Insured and the policy is not subject to audit, we will retain no less than 25% of the Total Premium shown in the Declarations.

(2) The first Named Insured and the policy is subject to audit, the earned premium will be determined by the final audit. However, in no event will we retain less than 25% of the Total Premium as described in the Minimum Earned Premium condition.

(3) Us for any reason other than for nonpayment of premium, the refund will be pro-rata. However, in no event will we retain less than 25% of the Total Premium as described in the Minimum Earned Premium condition.

We will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to Section **IV.** Conditions:

Minimum Earned Premium

a. The minimum earned premium for the policy period is 25% of the Total Premium, shown on the Declarations, plus any premium adjustment for endorsements and any additional premium developed by audit.

b. Audits that indicate a return premium will not reduce the minimum earned premium as stated in Paragraph **a.** above.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRIOR INCIDENTS AND PRIOR CONSTRUCTION DEFECTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

The following is added to the Exclusions section:

This policy does not apply to:

Prior Incidents And Prior Construction Defects

Loss, cost or expense arising from a claim which first occurred or is alleged to have begun to occur prior to the effective date of this policy. This exclusion applies regardless of whether repeated or continued exposure to conditions which were a cause of such loss, cost or expense occur during the period of this policy and cause additional, progressive or further loss, cost or expense, all of which are excluded from coverage.

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

If this policy is renewed or extended by us for more than one annual period, the most we will pay for loss, cost or expense arising from a claim which first occurred during one of the policy periods is the applicable limit of insurance available for the policy period during which the injury or damage first occurred, regardless of whether such injury or exposure to it existed before or continues after the policy period in which it first occurred.

When coverage does not apply for the Named Insured, no coverage or defense will be afforded to any additional insured under this policy.

All other terms and conditions remain unchanged.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RESIDENTIAL WORK OR PROJECT – SPECIFIED STATES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE
States: Arizona,California,Colorado,Nevada, Oregon and Washington

A. The following is added to the Exclusions section:

This policy does not apply to:

Residential Work Or Project

Liability arising out of the construction, development, renovation, repair, maintenance, demolition, planning or preparation of any “residential work or project” in the states shown in the Schedule of this endorsement.

B. The following is added to the Definitions section as respects this exclusion:

“Residential work or project” means detached or attached single-family homes, single-family tract homes, townhomes, condominiums, cooperative housing or the conversion of apartments to townhomes, condominiums, cooperative housing or similar conversions.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AIRCRAFT PRODUCTS AND GROUNDING

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

A. The following is added to the Exclusions section:

This policy does not apply to:

Aircraft Products And Grounding

Liability arising out of your "aircraft products" or the "grounding" of any aircraft, missile or spacecraft.

B. The following are added to the Definitions section with respect to this exclusion:

1. "Aircraft products":

a. Means:

(1) Aircraft, missiles or spacecraft and their ground support or control equipment;

(2) Any other goods or products, other than those specified in Paragraph **1.a.(1)** above, that you manufacture, sell, handle or distribute for any services you, or others trading under your name, provide or recommend for use in the manufacture, repair, operation, maintenance or use of any item specified in **1.a.(1)** above; or

(3) Any goods, products or spare parts you furnish, install or use in connection with any item specified in **1.a.(1)** above, including but not limited to:

(a) Ground handling tools and equipment;

(b) Training aids, instruction manuals or blueprints;

(c) Engineering or other data or advice; or

(d) Service or labor relating to such aircraft or articles.

b. Includes:

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

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

2. "Grounding" means the withdrawal of one or more aircraft, missiles or spacecraft from flight operations or the imposition of speed, passenger or load restrictions on aircraft, missiles or spacecraft because of the existence or alleged existence of any defect, fault or condition affecting the safe operation of such aircraft, missile or spacecraft.

All other terms and conditions remain unchanged.

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ERISA

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to Section **II.** Exclusions:

This policy does not apply to:

ERISA

Any obligations incurred or imposed upon an insured (or which are imputed to any insured) under the Employee Retirement Income Security Act of 1974 (ERISA), Public Law 93-406, any law amendatory thereof and any similar state or local laws.

All other terms and conditions remain unchanged.

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASSAULT OR BATTERY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. The following is added to the Exclusions section:

This policy does not apply to:

Assault Or Battery

Any liability, cost or expense (including but not limited to cost of defense) for “bodily injury”, “property damage”, or “personal and advertising injury” arising directly or indirectly from any actual or alleged:

a. “Assault” or “battery”, whether caused by or at the instruction of or negligence of the insured, its “employees”, patrons, or any persons or causes whatsoever, regardless of whether the claim alleges any negligent action; and

b. Negligent acts, errors or omissions of or by the insured in connection with the hiring, retention, supervision or control of “employees”, agents or representatives causing, contributing to, relating to or accounting for the “assault” or “battery”.

This exclusion applies whether or not such “assault” or “battery” is alleged to be intentional, willful, reckless, negligent, or on any other basis.

B. The following are added to the Definitions section:

“Assault” means an act that creates an apprehension in another of an imminent, harmful or offensive contact between or among two or more persons. The act consists of a threat of harm through words or actions which are accompanied by an apparent, present ability to carry out the threat.

“Battery” means the harmful or offensive contact between or among two or more persons by personal contact or by instrumentality.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTELLECTUAL PROPERTY RIGHTS FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to Section **II.** Exclusions:

This policy does not apply to:

Intellectual Property Rights

Personal and advertising injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your advertisement, of copyright, trade dress or slogan if coverage is provided by the “underlying insurance” shown in the Schedule Of Underlying Insurance and then only to the extent provided by that “underlying insurance”.

All other terms and conditions remain unchanged.

POLICY NUMBER: EZXS3260450

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL AND ADVERTISING INJURY AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

SCHEDULE

Personal And Advertising Injury Aggregate Limit:	$5,000,000

Section **III.** Limits Of Insurance is replaced by the following:

1. The Limit Of Insurance shown in the Declarations as the Each Occurrence Limit is the most we will pay for damages arising out of any one occurrence or offense.

2. If a Limit Of Insurance is shown in the Declarations as the Aggregate Limit, that amount will apply in the same manner as the aggregate limits shown in the Schedule Of Underlying Insurance.

However, if personal and advertising injury coverage is provided in the “underlying insurance”, then the following applies:

a. The Aggregate Limit shown in the Declarations is the most we will pay for the sum of all covered damages, except for damages because of personal and advertising injury, regardless of the number of occurrences, offenses, claims, or suits.

b. The Personal And Advertising Injury Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all covered damages because of personal and advertising injury, regardless of the number of occurrences, offenses, claims, or suits.

c. If a claim or suit results in a settlement or judgment for covered personal and advertising injury damages and other types of covered damages, then the following applies:

(1) The Aggregate Limit shown in the Declarations applies to all covered damages; and

(2) If the Aggregate Limit shown in the Declarations is exhausted by covered damages, then the Personal And Advertising Injury Aggregate Limit shown in the Schedule of this endorsement will apply to the personal and advertising injury damages that exceed the Aggregate Limit shown in the Declarations, until the Personal And Advertising Injury Aggregate Limit is exhausted.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT, DATA COMPROMISE, AND VIOLATION OF STATUTES RELATED TO PERSONAL DATA

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. The following exclusion is added to the Exclusions sections of the Policy form, and all insuring agreements added to this policy by separate endorsement other than an endorsement described in Paragraph **B.** below:

This policy does not apply to:

Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Data

Damages caused by, arising out of, or in any way involving, directly or indirectly:

a. The loss of, loss of use of, corruption of, inability to access, or reduction in functionality of a "computer system", including, but not limited to:

(1) Damage to or loss of data occurring on a "computer system";

(2) Unauthorized access of a "computer system";

(3) Computer malware on a "computer system";

(4) Human error affecting a "computer system";

(5) System failure occurring on a "computer system";

(6) A defect of a "computer system";

(7) Social engineering, including, but not limited to, any priming, pretexting, spoofing, or other fraudulent, manipulative, or deceptive communication; or

(8) Cyber extortion;

b. Any:

(1) Access to or disclosure of (whether such access or disclosure is authorized or unauthorized); or

(2) Theft, alteration, or corruption of;

any person's or organization's confidential, intellectual, or proprietary information or data, including, but not limited to, "personal data", patents, trade secrets, processing methods, customer lists, or any other type of nonpublic information; or

c. Any action or omission that violates or is alleged to violate any federal, state, or local statute, law, rule, ordinance, or regulation that addresses, prohibits, regulates, or limits the printing, interception, dissemination, disposal, collecting, recording, sending, transmitting, communicating, distribution, sharing, sale, storage, retaining, receiving, or protection of "personal data", including, but not limited to:

(1) The Illinois Biometric Information Privacy Act (BIPA);

(2) The California Consumer Privacy Act (CCPA);

(3) The California Invasion Of Privacy Act (CIPA);

(4) The New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act);

(5) The European Union General Data Protection Regulation (GDPR); or

(6) Any similar or related federal, state, or local statute, law, rule, ordinance, or regulation;

including any amendments thereto.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, costs associated with replacement of payment cards, fines, penalties, loss of use of property that has not been physically damaged, or any other loss, cost, or expense incurred by you or others arising out of that which is excluded above.

However, this exclusion does not apply to damages because of "bodily injury" or physical damage to tangible property of others. For the purpose of this exclusion, electronic data is not tangible property. The insurance afforded by this exception is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent, or issued on any other basis. This does not apply to any insurance policy written specifically to apply in excess of this policy.

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

B. If this policy contains an endorsement adding an insuring agreement that specifically provides coverage that is excluded in Paragraph **A.** above, then the exclusion added by this endorsement does not apply to such insuring agreement solely to the extent of the coverage provided by such endorsement.

C. The following definitions are added to the Definitions section:

"Computer system" means computer hardware, firmware, software, or any components thereof.

"Personal data" means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked to a particular person or household, including, but not limited to:

a. Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, password, account name, social security number, driver's license or state identification card number, passport number, telephone number, insurance policy number, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information, or other similar identifiers, characteristics, or descriptors;

b. Commercial information, including records of personal property, products, or services purchased, obtained, or considered, transactions occurring over a peer-to-peer electronic cash system, or other purchasing or consuming histories or tendencies;

c. Biometric data or information (such as a fingerprint, voice print, retina or iris image, or other unique physical representation or digital representation of biometric data);

d. Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a person's or household's interaction with an internet website, application, or advertisement;

e. Geolocation data;

f. Audio, electronic, visual, thermal, olfactory, or similar information;

g. Professional or employment-related information that is not publicly available;

h. Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. section 1232g; 34 CFR Part 99) including any amendments thereto;

i. Identifiers set forth in any state or federal consumer protection or privacy statute or law including, but not limited to, the identifiers shown in Paragraphs **a.** through **h.** above; or

j. Inferences drawn from any of the identifiers shown in Paragraphs **a.** through **i.** above to create a profile about a person or household reflecting such person's or household's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, or aptitudes.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following is added to Section **II.** Exclusions:

This policy does not apply to:

Recall Of Products, Work Or Impaired Property

Any liability for 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:

a. Your product;

b. Your work; or

c. "Impaired property",

if such product, work, or “impaired 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.

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

"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:

(1) The repair, replacement, adjustment or removal of your product or your work; or

(2) Your fulfilling the terms of the contract or agreement.

All other terms and conditions remain unchanged.

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EXCLUSION – SUBLIMITED UNDERLYING COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Exclusions section:

This policy does not apply to:

Sublimited Underlying Coverage

Any “occurrence” or offense for which “underlying insurance” does not provide coverage for at least the applicable limits shown on the Schedule Of Underlying Insurance.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Exclusions section:

This policy does not apply to:

Professional Services

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render professional services or advice by an insured or by any person for whose acts or omissions the insured is legally responsible, whether or not that service or advice is ordinary in your profession and regardless of whether a claim or “suit” is brought by a client or any other person or organization.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

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EXCLUSION – AUTO NO-FAULT AND SIMILAR LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to Section **II.** Exclusions:

Auto No-Fault And Similar Laws

This policy does not apply to:

Any liability payable under or resulting from any no-fault, personal injury protection, uninsured motorists, underinsured motorists or similar law or statute.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – POLLUTION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following is added to Section **II.** Exclusions:

This policy does not apply to:

Pollution

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

b. 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".

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

“Pollutants” means 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. The following is added to the Exclusions section:

This policy does not apply to:

Terrorism

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

B. For the purposes of this endorsement, the following are added to the Definitions section:

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

"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 policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CROSS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Exclusions section:

This policy does not apply to:

Named Insured Versus Named Insured

Any claim or “suit” initiated, alleged or caused to be brought about by a Named Insured covered under this policy against any other Named Insured covered under this policy.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – HABITABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is added to Section **II.** Exclusions:

This policy does not apply to:

Habitability

Any claim or suit alleging bodily injury, property damage, or personal and advertising injury arising out of or in any way involving, directly or indirectly, any actual or alleged:

1. Lack of "habitable living conditions" or failure to provide sufficient maintenance or repair of any "habitational unit", including, but not limited to, the intentional, unintentional, or negligent breach or violation of any of the following:

a. Judicial decisions including common law rulings, whether general or relating to the involved "habitational unit";

b. Civil codes;

c. Health and safety codes;

d. Housing and Urban Development laws, regulations, ordinances, or statutes;

e. Rent stabilization laws, regulations, ordinances, or statutes;

f. Section 8 housing programs, or other federal, state, or local government subsidized housing programs;

g. Any other building code, building ordinance, or building statute;

h. Breach of any lease or rental agreement arising out of, or related to, directly or indirectly, the "habitable living conditions" of any "habitational unit".

i. Breach of any warranty or covenant to maintain the "habitable living conditions" of any "habitational unit";

j. Administrative rules or regulations pertaining to Paragraphs **1.a.** through **1.i.** above or any of those promulgated by local municipalities; E

2. Wrongful eviction, constructive wrongful eviction, wrongful entry into, or invasion of the right of private occupancy, or violation, breach, or intrusion of one's right or covenant of quiet enjoyment of any "habitational unit" arising out of Paragraph **1.** above.

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 any insured.

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

"Habitable living conditions" means safe, sanitary, healthy, habitable, or tenantable conditions of any "habitational unit".

"Habitational unit" means any room, unit, apartment, condominium, townhome, loft, cooperative, dwelling, site, premises, or location.

All other terms and conditions remain unchanged.

EVANSTON INSURANCE COMPANY

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.

CONFIRMATION OF EXCLUSION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:	$325
Federal Share Of Terrorism Losses:	80%

Disclosure Of Premium

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer. At that time we advised you that the premium for such terrorism coverage would be the amount shown in the Schedule of this notice.

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 the Schedule of this notice) 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.

If you have not indicated to us or your agent that certified acts of terrorism coverage is desired, a certified act of terrorism exclusion will be attached to your policy and we will not charge your policy for terrorism coverage.

If you desire to purchase terrorism coverage, please contact us or your agent.

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EXCLUSION – PERFLUOROALKYL AND (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each coverage form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all coverage forms.

A. The following exclusion is added to the Exclusions section:

This policy does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

"Bodily injury", "property damage", or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release, or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

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, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

B. The following definition is added to the Definitions section:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

a. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including, but not limited to:

(1) Polymer, oligomer, monomer, or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products, or by-products;

(2) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

(3) Perfluoropolyethers (PFPE);

(4) Fluorotelomer-based substances; or

(5) Side-chain fluorinated polymers; or

b. Good or product, including containers, materials, parts, or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **a.** of this definition.

All other terms and conditions remain unchanged.