

Attachment D



The Cincinnati Insurance Company
The Cincinnati Casualty Company
The Cincinnati Indemnity Company

Policy Number: XS 115 70 41

Effective Date: 07-01-2017

Named Insured: ARKANSAS MULTI AGENCY INSURANCE TRUST AND PARTICIPATING ENTITIES

For professional advice and policy questions or changes, please contact your local independent agency:

BANCORPSOUTH INSURANCE SERVICES INC
P O BOX 251510
LITTLE ROCK AR 72225-1510

(501) 664-7705

Dear Policyholder:

Thank you

Thank you for trusting The Cincinnati Insurance Companies with your commercial insurance coverage. We recognize that locally based independent agents have the working knowledge to help you choose the right insurance company for your needs. Together with your local independent insurance agency, we are committed to providing you with the highest level of service.

Please review your enclosed policy information to verify your coverage details, as well as deductibles and coverage amounts. Should your needs change, your agent is available to review and update your policy.

Please promptly report claims

If you experience a policy-related loss, you may report it by contacting your local professional independent agency representing The Cincinnati Insurance Companies or by directly calling us toll-free at **877-242-2544** and providing your policy number and claim-related information.

Sincerely,

Steve Spray
Senior Vice President - Commercial Lines

This policy consists of:

- **Common Policy Declarations**
- **Common Policy Conditions**
- **Summary of Premiums**
- **One or More Coverage Parts**

Each coverage part consists of:

- **One or More Coverage Forms**
- **Conditions Applicable to Each Coverage Part**
- **Applicable Endorsements**



The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

RENEWAL

| | | |
|---|---------------|--------------|
| DECLARATIONS | POLICY NUMBER | XS 115 70 41 |
| NAMED INSURED ARKANSAS MULTI AGENCY INSURANCE TRUST AND PARTICIPATING ENTITIES (SEE NAMED INSURED ENDORSEMENT FORM IA905) | | |
| ADDRESS (Number & Street, Town, County, 1200 W 3RD STREET State & Zip Code) LITTLE ROCK AR 72201 | | |
| Previous Policy Number: XS 115 70 41 | | |
| Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE | | |
| All coverages except Automobile and / or Garage Policy number: XS 115 70 41 FROM: 07-01-2017 TO: 07-01-2018 | | |
| Automobile and / or Garage Policy number: FROM: TO: | | |
| Agency BANCORPSOUTH INSURANCE SERVICES INC 03-039 City LITTLE ROCK AR (501) 664-7705 | | |
| Legal Entity / Business Description GOVERNMENTAL ENTITY | | |
| 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. | | |
| FORMS APPLICABLE TO ALL COVERAGE PARTS: (show numbers) | | |
| IA4330 | 03/08 | IA102 09/08 |
| IA4107AR | 10/16 | IA4442 05/14 |
| IA4338 | 05/11 | IP446 08/01 |
| IA905 | 02/98 | IL0017 11/98 |
| IP403AR | 06/03 | IA4236 01/15 |
| IA319 | 01/15 | XSC501 12/04 |

MY4

08-17-2017

Countersigned _____ By _____
 (Date) (Authorized Representative)

ORIGINAL

IA 501 01 12

FORMS AND ENDORSEMENTS SCHEDULE AT INCEPTION OF POLICY

POLICY NUMBER XS 115 70 41 EFFECTIVE DATE 07-01-2017

NAMED INSURED ARKANSAS MULTI AGENCY INSURANCE TRUST AND PARTICIPATING ENTITIES

FORMS AND ENDORSEMENTS APPLICABLE AT INCEPTION OF POLICY

| | | |
|----------|-------|---|
| IA501 | 01/12 | COMMON POLICY DECLARATIONS |
| IA4330 | 03/08 | FORMS AND ENDORSEMENTS SCHEDULE AT INCEPTION OF POLICY |
| IA102 | 09/08 | SUMMARY OF PREMIUMS CHARGED |
| IA905 | 02/98 | NAMED INSURED SCHEDULE |
| IL0017 | 11/98 | COMMON POLICY CONDITIONS |
| IA4107AR | 10/16 | ARKANSAS CHANGES - CANCELLATION AND NONRENEWAL |
| IA4442 | 05/14 | NOTICE TO POLICYHOLDERS - EXCLUSION - ACCESS OR DISCLOSURE OF |
| IP403AR | 06/03 | ARKANSAS NOTICE |
| IA4236 | 01/15 | POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE |
| IA4338 | 05/11 | SIGNATURE ENDORSEMENT |
| IP446 | 08/01 | NOTICE TO POLICYHOLDERS |
| IA319 | 01/15 | EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM |

| | | |
|---------|-------|--|
| XSC501 | 12/04 | EXCESS LIABILITY COVERAGE PART DECLARATIONS |
| XS503 | 05/15 | ADDITIONAL SCHEDULE OF UNDERLYING INSURANCE |
| XS101UM | 12/04 | EXCESS LIABILITY COVERAGE FORM |
| XS306 | 09/02 | EMPLOYMENT - RELATED PRACTICES EXCLUSION |
| XS345 | 05/14 | EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL |
| IA450A | 11/87 | DEFINITION OF "LOSS" |

This is a schedule of the forms and endorsements found in this policy on its inception date. The schedule is not updated during the policy term to reflect additions to or deletions from this schedule. No coverage is provided by this schedule. It does not replace any provision of your policy. You should read your policy and review your declarations page(s) and any subsequent endorsements carefully for complete information on the coverage that you are provided. If there is any conflict between the policy and this schedule, the provisions of the policy shall prevail.

NUMBER XS 115 70 41

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM CHARGE IS INDICATED

PAYMENTS

Automobile Coverages, Employers Liability, Employment Practices Liability Coverage, Professional Liability Coverage, Terrorism Coverage and / or Wrongful Acts Coverage, if included in the policy, are subject to Annual Adjustment of rates and premium on each anniversary of the policy.

Commercial Umbrella and Excess Liability, if included in the policy, may be subject to Annual Adjustment of premium on each anniversary. Refer to the Commercial Umbrella or Excess Liability Coverage Part Declarations form to see if this is applicable.

IA 102 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED SCHEDULE

This Schedule supplements the Declarations.

SCHEDULE

Named Insured:

ARKANSAS MULTI AGENCY INSURANCE TRUST AND PARTICIPATING ENTITIES

002 ARKANSAS HOUSE OF REPRESENTATIVES
005 ARKANSAS SENATE
009 ARKANSAS DIVISION OF LEGISLATIVE AUDIT
011 BUREAU OF LEGISLATIVE RESEARCH
023 ADMINISTRATIVE OFFICE OF THE COURTS
032 ARKANSAS SUPREME COURT
035 OFFICE OF MEDICAID INSPECTOR GENERAL
053 OFFICE OF ATTORNEY GENERAL
059 AUDITOR OF STATE
061 ARKANSAS LAND DEPARTMENT
063 OFFICE OF SECRETARY OF STATE
069 STATE TREASURER
080 ARKANSAS GAME AND FISH COMMISSION
100 HENDERSON STATE UNIVERSITY
115A SAU-TECHNICAL BRANCH
115B SAU-FIRE TRAINING ACADEMY
175 NATIONAL PARK COLLEGE
180 ARKANSAS NORTHEASTERN COLLEGE

211 PROFESSIONAL BAIL BONDSMAN LICENSING BD
215 BURIAL ASSOCIATION BOARD
229 ARKANSAS FAIR HOUSING COMMISSION
248 ARKANSAS REAL ESTATE COMMISSION
261 TOBACCO CONTROL BOARD
277 ARKANSAS STATE BOARD OF NURSING
295 SPINAL CORD COMMISSION
305 ARKANSAS MANUFACTURED HOME COMMISSION
314 GOVERNORS MANSION COMMISSION
318 MARTIN LUTHER KING JR COMMISSION
319 MINORITY HEALTH COMMISSION
320 ARKANSAS MOTOR VEHICLE COMMISSION
323 ARKANSAS PAROLE BOARD
370 PUBLIC EMPLOYMENT RETIREMENT SYSTEM
385 ARKANSAS DEPARTMENT OF VETERANS AFFAIRS
390 WORKERS COMPENSATION COMMISSION
395 ARKANSAS DEVELOPMENT FINANCE AUTHORITY
400-355-AAD LIVESTOCK/POULTRY COMMISSION
400-415-AAD FORESTRY COMMISSION
400-445-AAD PLANT BOARD
402 ARKANSAS DEPARTMENT OF AERONAUTICS
405 ARKANSAS STATE BANK DEPARTMENT
410 ARKANSAS SECURITIES DEPARTMENT
420 ARKANSAS GEOLOGICAL SURVEY
430 LIQUEFIED PETROLEUM GAS BOARD
440 ARKANSAS OIL AND GAS COMMISSION
455 ARKANSAS NATURAL RESOURCES COMMISSION
470 DEPARTMENT OF INFORMATION SYSTEMS
472 ARKANSAS GEOGRAPHIC INFORMATION OFFICE
480 ARKANSAS DEPARTMENT OF CORRECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED SCHEDULE

This Schedule supplements the Declarations.

SCHEDULE

Named Insured:

485 DEPARTMENT OF COMMUNITY CORRECTION
490 ASSESSMENT COORDINATION DEPARTMENT
500 ARKANSAS DEPARTMENT OF EDUCATION
510 ARKANSAS SCHOOL FOR THE BLIND
513 ARKANSAS SCHOOL FOR THE DEAF
516 EDUCATIONAL TELEVISION COMMISSION
519 ARKANSAS STATE LIBRARY
520 CAREER EDUCATION - REHAB SERVICES DIV
534 CROWLEY'S RIDGE TECHNICAL INSTITUTE
552 NORTHWEST TECHNICAL INSTITUTE
590 CAREER EDUCATION - CENTRAL DIVISION
610 DFA MANAGEMENT SERVICES
611 DFA-ABC ADMINISTRATION DIVISION
612 DFA-ABC ENFORCEMENT DIVISION
615 DFA-DIVISION OF BUILDING AUTHORITY
630 DFA-REVENUE DIVISION
645 DEPARTMENT OF HEALTH
665 HEALTH SERVICES PERMIT AGENCY
675 BLACK RIVER TECHNICAL COLLEGE
685 COLLEGE OF THE QUACHITAS
687 OZARKA TECHNICAL COLLEGE
691 SOUTHEAST ARKANSAS COLLEGE
710 DEPARTMENT OF HUMAN SERVICES
790 ECONOMIC DEVELOPMENT COMMISSION
800 ARKANSAS DEPARTMENT OF LABOR
810 DEPARTMENT OF WORKFORCE SERVICES
865 DAH-CENTRAL ADMINISTRATION
867 DAH-DELTA CULTURAL CENTER
870 DEPARTMENT OF ARKANSAS HERITAGE ARKANSAS ARTS COUNCIL
873 DEPARTMENT OF ARKANSAS HERITAGE MOSAIC TEMPLAR CULTURAL CENTER
875 DAH-OLD STATE HOUSE MUSEUM
877 DAH-HISTORIC PRESERVATION
880 DAH-NATURAL HERITAGE COMMISSION
885 DAH-HISTORIC ARKANSAS MUSEUM
900 DEPARTMENT OF PARKS AND TOURISM
915 (865) DAH ARKANSAS STATE ARCHIVES
930 DEPARTMENT OF ENVIRONMENTAL QUALITY
950 LAW ENFORCEMENT STANDARDS AND TRAINING
955 ARKANSAS CRIME LABORATORY
975 ARKANSAS STATE MILITARY DEPARTMENT

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 non-payment 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CINCINNATI CYBER DEFENSE™ COVERAGE PART
CINCINNATI DATA DEFENDER™ COVERAGE PART
CINCINNATI NETWORK DEFENDER™ COVERAGE PART
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE FORM - CLAIMS-MADE
CONTRACTORS' LIMITED POLLUTION LIABILITY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYEE BENEFIT LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY
FARM COVERAGE PART
GOLF COURSE CHEMICAL APPLICATION LIMITED LIABILITY COVERAGE PART
HOLE-IN-ONE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MACHINERY AND EQUIPMENT COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

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

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. We will refund the pro rata unearned premium if the policy is cancelled by us or the first Named Insured.
- c. However, the refund will be less than the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- d. The cancellation will be effective even if we have not made or offered a refund.
- e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:
 - (1) We will retain no less than \$250 of the premium for the Machinery and Equipment Coverage Part.
 - (2) We will retain the premium developed for any annual policy period for the

General Liability Classifications, if any, shown in the Declarations.

- (3) If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.
- (4) If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than \$100 for the auto to which it is attached.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation of Policies in Effect More Than 60 Days

- a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;

- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
 - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (6) A material violation of a material provision of the policy.
- b. Subject to Paragraph 7.c., if we cancel for:
- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
 - (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.
- c. The following applies to the Commercial Auto Coverage Part:
- (1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;
 - (2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.
- C. The following Condition is added and supersedes any other provisions to the contrary:

NONRENEWAL

- 1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 60 days prior to:
 - a. The expiration date of this policy; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year. However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.
- 2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

NOTICE TO POLICYHOLDERS - EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

This is a notice of a change in your policy. NO COVERAGE IS PROVIDED BY THIS 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 coverage you are provided. If there is any conflict between the policy and this notice, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

This notice applies to the following coverage parts:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PERSONAL LIABILITY ENDORSEMENT
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**

This Notice provides information concerning the following new endorsements. More than one may apply to your renewal policy being issued by us:

The following forms apply to Commercial General Liability Coverage Part (CG or GA prefix), Businessowners Package Policy (IB prefix), Farm Liability Coverage Form or Personal Liability Endorsement (FL prefix), or Umbrella or Excess Liability Coverage Parts (US or XS prefix).

Forms: **GA 3024 05 14, FL 10 12 12 14, IB 320 05 14 or US 3093 05 14** all titled:

Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception

When one of these endorsements is attached to your policy:

- For any liability or damages for Bodily Injury and Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- For any liability or damages for Personal and Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

Forms: **GA 3025 05 14, FL 10 13 12 14, IB 321 05 14 or US 3094 05 14** all titled:

Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included

When one of these endorsements is attached to your policy:

- For any liability or damages for Bodily Injury and Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage. However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- For any liability or damages for Personal and Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

Forms **CG 21 08 05 14 Exclusion - Access or Disclosure of Confidential or Personal Information (Coverage B only)**, **IB 322 05 14 Exclusion - Access or Disclosure of Confidential or Personal Information (Personal and Advertising Injury Only)**, and **US 3095 05 14** and **XS 345 05 14** Both titled: **Exclusion - Access or Disclosure of Confidential or Personal Information**

When one of these endorsements is attached to your policy, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage

Forms **GA 237 05 14 Electronic Data Liability Endorsement** and **FL 04 22 12 14 Electronic Data Liability**

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy:

- Under Bodily Injury and Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- Under Personal and Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

The following forms apply to the coverage(s) indicated under each description of the form number and title.

GA 3026 05 14 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception (For use with The Owners and Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Part)

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

GA 3027 05 14 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included (For use with The Owners and Contractors Protective Liability and Products/Completed Operations Liability Coverage Parts)

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

CG 33 63 - Exclusion - Access, Disclosure or Unauthorized Use of Electronic Data (For use with The Electronic Data Liability Coverage Part)

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

However, to the extent that damages arising out of theft or unauthorized viewing, copying, use, corruption, manipulation or deletion, of electronic data by any Named Insured, past or present employee, temporary worker or volunteer worker of the Named Insured may extend beyond loss of electronic data arising out of such theft or the other listed items, this revision may be considered a reduction in coverage.

FL 10 14 12 14 - Exclusion - Electronic Data (Bodily Injury and Property Damage Liability Only) and Access or Disclosure of Confidential or Personal Information (Personal or Advertising Injury Liability Only) (For use with Farm Liability Coverage Form or Personal Liability Endorsement)

With respect to bodily injury and property damage arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data, these changes are a reinforcement of coverage intent. Coverage for such injury or damage is not intended to be provided under the aforementioned forms.

However, to the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this revision may be considered a reduction in personal injury and advertising injury coverage.

ARKANSAS NOTICE

In compliance with Act 197 of 1987, the following information must be provided to you the insured:

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, Ohio 45250-5496
Telephone: (513) 870-2000

The Cincinnati Casualty Company
P.O. Box 145496
Cincinnati, Ohio 45250-5496
Telephone: (513) 870-2000

The Cincinnati Indemnity Company
P.O. Box 145496
Cincinnati, Ohio 45250-5496
Telephone: (513) 870-2000

The Cincinnati Life Insurance Company
Policyholder Service Department
P.O. Box 145496
Cincinnati, Ohio 45250-5496
Telephone: (513) 870-2280

Agency Name and Address:

BANCORPSOUTH INSURANCE SERVICES INC
P O BOX 251510
LITTLE ROCK AR 72225-1510

Phone Number: **(501)664-7705**

If we at _____ fail to provide you with reasonable and
adequate service, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
1-800-852-5494

POLICYHOLDER NOTICE

TERRORISM INSURANCE COVERAGE

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.

Your policy may contain coverage for certain losses caused by terrorism.

Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to notify you of the portion of the premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act.

- Refer to the SUMMARY OF PREMIUMS CHARGED or DECLARATIONS PAGE for the portion of your premium that is attributable to coverage for terrorist acts certified under the Act.

Federal Participation:

The Act also requires us to provide disclosure of federal participation in payment of terrorism losses.

- Under your policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States Government, Department of Treasury, under a formula established by federal law. Under this formula, the federal share equals a percentage, as specified in the Schedule below, 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.
- Schedule:

| Federal Share of Terrorism Losses | |
|-----------------------------------|---------------|
| Percentage | Calendar Year |
| 85% | 2015 |
| 84% | 2016 |
| 83% | 2017 |
| 82% | 2018 |
| 81% | 2019 |
| 80% | 2020 |

Cap on Insurer Participation:

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.

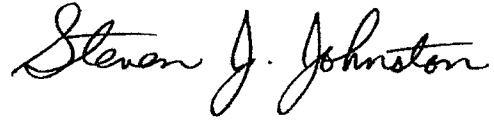
NOTE: IF YOUR POLICY IS A RENEWAL POLICY, THIS NOTICE IS PROVIDED TO SATISFY THE REQUIREMENTS UNDER THE TERRORISM RISK INSURANCE ACT FOR POLICYHOLDER DISCLOSURE: (1) AT THE TIME OF OUR OFFER TO RENEW THE POLICY AND (2) AT THE TIME THE RENEWAL IS COMPLETED.

SIGNATURE ENDORSEMENT

IN WITNESS WHEREOF, this policy has been signed by our President and Secretary in the City of Fairfield, Ohio, but this policy shall not be binding upon us unless countersigned by an authorized representative of ours. The failure to countersign does not void coverage in Arizona, Virginia and Wisconsin.



Secretary



President

The signature on any form, endorsement, policy, declarations, jacket or application other than the signature of the President or Secretary named above is deleted and replaced by the above signatures.

**THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY
THE CINCINNATI INDEMNITY COMPANY**

NOTICE TO POLICYHOLDERS

Please be advised that in your application for insurance you disclosed information to The Cincinnati Insurance Company, The Cincinnati Casualty Company and The Cincinnati Indemnity Company. The information disclosed in the application and all information subsequently collected by any of these companies may be shared among all three.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

All Commercial Lines Coverage Parts, Coverage Forms, Policies and Endorsements except Medical Professional Liability (professional liability forms insuring dentists, optometrists, nurses, and nursing homes, among others)

A. The following definitions are added with respect to the provisions of this endorsement:

1. "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 the federal Terrorism Risk Insurance 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.

2. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce the civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

B. The following exclusion is added:

EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM

We will not pay for any loss, injury or damage caused directly or indirectly by a "certified act of terrorism" or an "other 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.

But with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

- 1.** The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;
- 2.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials;
- 3.** The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "other acts of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident;
- 4.** Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a.** Physical injury that involves a substantial risk of death;
 - b.** Protracted and obvious physical disfigurement; or
 - c.** Protracted loss of or impairment of the function of a bodily member or organ; or

5. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination.

Paragraphs **B.3.** and **B.4.** immediately preceding, describe the threshold used to measure the magnitude of an "other act of terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an "other act of terrorism", there is no coverage under this Coverage Part, Coverage Form, Policy or Endorsement, except as provided in this Endorsement.

However, Paragraph **B.4.** immediately preceding, is not to be used as a threshold to measure the magnitude of an "other act of terrorism" for the purposes of determining if this exclusion applies to a Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Machinery and Equipment Coverage Part, Commercial Crime Coverage Form, Commercial Crime Policy, Employee Theft and Forgery Policy, Farm Property Coverage Part, Government Crime Coverage Form, Government Crime Policy, Standard Property Policy, or Section I of the Businessowners Package Policy.

C. Exception Covering Certain Fire Losses

The following modifies insurance provided under the following: Commercial Inland Marine Coverage Part, Commercial Property Coverage Part, Farm Coverage Part and Standard Property Policy:

If a "certified act of terrorism" or an "other act of terrorism" causes fire damage to property that is subject to the Standard Fire Policy in a state that utilizes the Standard Fire Policy as its minimum fire coverage standard, 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 coverages, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

With respect to fire resulting from any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

This Section **C.** does not apply to:

1. A Coverage Part for a "certified act of terrorism" or "other act of terrorism" that occurs in a state that allows an exception for fire resulting from terrorism; or
2. An Inland Marine Coverage Part for a "certified act of terrorism" or "other act of terrorism" that occurs in a state that allows a commercial inland marine exception,

to its Standard Fire Policy minimum fire coverage regulations.

D. Exception Covering Minimum Financial Responsibility

The following applies to the Business Auto Coverage Form, Business Auto Physical Damage Coverage Form, Garage Coverage Form, Motor Carrier Coverage Form, Single Interest Automobile Physical Damage Insurance Policy and Truckers Coverage Form if they are included in, or are part of, this Policy and if the "certified act of terrorism" or "other act of terrorism" causes loss in a state that requires compulsory or financial responsibility minimum limits apply to excluded acts of terrorism:

The exclusion stated in Section **B.** of this endorsement does not apply to:

1. Liability or Personal Injury Protection Coverage, but only up to the state compulsory or financial responsibility law minimum limits of insurance for each coverage; and
2. Uninsured and/or Underinsured Motorists Coverage, if applicable, but only up to the minimum statutory permitted limits of insurance for each coverage.

E. 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, Coverage Form, Policy or endorsement such as losses excluded by:

1. Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;
2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or
3. Any other exclusion,

regardless if the "certified act of terrorism" or "other act of terrorism" contributes concurrently or in any sequence to the loss, injury or damage.

F. Conformity With Statute

If any terms or conditions of this endorsement are in conflict with the laws of the jurisdiction under which this policy is construed, then such terms and conditions will be deemed changed to conform with such laws, but only to the extent that such terms and conditions are otherwise covered by the Coverage Part, Coverage Form, Policy or Endorsement to which this endorsement applies.

G. Supersession

The exclusions for acts of terrorism in this endorsement supersede any offers of terrorism coverage.

H. Sunset Clause

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism except "other acts of terrorism" that takes place after the expiration or repeal of the Act.

EXCESS LIABILITY

THE CINCINNATI INSURANCE COMPANY

EXCESS LIABILITY COVERAGE PART DECLARATIONS

RENEWAL OF **XS 115 70 41**

| | | | |
|---|---------------------------|--|------------------------|
| Attached to and forming part of POLICY NUMBER: XS 115 70 41 Effective Date: 07-01-2017 | | | |
| NAMED INSURED is the same as it appears in the Common Policy Declarations unless another entry is made here. | | | |
| LIMITS OF INSURANCE | | | |
| Each Occurrence Limit | | \$ 4,000,000 | |
| Aggregate Limit | | \$ 4,000,000 | |
| ADVANCE PREMIUM \$ 29,409 Applicable to Premium, if box is checked: | | | |
| <input type="checkbox"/> Subject to Annual Adjustment <input type="checkbox"/> Subject to Audit as follows: | | | |
| Premium Basis | Estimated Exposure | Each Unit of Exposure Rate Per: _____ | Minimum Premium |
| | | \$ | \$ |
| SCHEDULE OF UNDERLYING INSURANCE | | | |
| Underlying Insurance, Carrier, Policy Number & Term: | | Underlying Limits: | |
| a) Underlying Insurance: Carrier: Policy Number: Policy Term: (other) | | Each Occurrence \$ General Aggregate \$ Products Aggregate \$ EXCESS of: \$ | |
| b) Underlying Insurance: Carrier: Policy Number: Policy Term: (other) | | Each Occurrence \$ General Aggregate \$ Products Aggregate \$ EXCESS of: \$ | |
| c) Underlying Insurance: Carrier: Policy Number: Policy Term: (other) | | Each Occurrence \$ General Aggregate \$ Products Aggregate \$ EXCESS of: \$ | |
| d) <input type="checkbox"/> Refer to Additional Schedule of Underlying Insurance attached to this Coverage Part | | | |
| FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART: XS503 05/15 XS101UM 12/04 XS306 09/02 XS345 05/14 IA450A 11/87 | | | |

ADDITIONAL SCHEDULE OF UNDERLYING INSURANCE

Attached to and forming part of Policy Number XS 115 70 41

Effective Date: 07-01-2017

| | Carrier, Policy Number & Period: | Underlying Insurance: | Underlying Limits: |
|-----|--|---|---|
| (e) | | Employer's Liability | Bodily Injury by Accident: \$ _____ Each Accident Bodily Injury by Disease: \$ _____ Each Employee Bodily Injury by Disease: \$ _____ Policy Limit |
| (f) | | <input type="checkbox"/> Commercial General Liability Including: <input type="checkbox"/> Products-Completed Operations Coverage <input type="checkbox"/> Cemetery Professional <input type="checkbox"/> Druggist Professional <input type="checkbox"/> Funeral Service Provider <input type="checkbox"/> Pedorthists Professional or <input type="checkbox"/> Business Liability Including: <input type="checkbox"/> Funeral Service Provider <input type="checkbox"/> Druggist Professional | Bodily Injury and Property Damage Liability: \$ _____ Each Occurrence Limit \$ _____ General Aggregate Limit \$ _____ Products-Completed Operations Aggregate Limit Personal and Advertising Injury Limit: \$ _____ Any One Person or Organization |
| (g) | CINCINNATI INS CO CAP 524 86 40 07-01-2017 TO 2018 | Automobile Liability Including: <input checked="" type="checkbox"/> Owned Autos <input checked="" type="checkbox"/> Nonowned Autos <input checked="" type="checkbox"/> Hired Autos <input type="checkbox"/> Any Auto | Bodily Injury Liability Limit: \$ _____ Each Person \$ _____ Each Accident Property Damage Liability Limit: \$ _____ Each Accident or Bodily Injury Liability and/or Property Damage Liability or Both Combined Limit: \$ <u>1,000,000</u> Each Accident |
| (h) | | <input type="checkbox"/> Professional Liability <input type="checkbox"/> _____ <input type="checkbox"/> _____ | \$ _____ Per Claim or \$ _____ Per Incident or \$ _____ Each Medical Incident or \$ _____ Each Occurrence and \$ _____ Aggregate |
| | | | |

An "X" marked in the box provided indicates these broadening coverages are provided in the Underlying Insurance.

EXCESS LIABILITY - TABLE OF CONTENTS

| <u>Coverage Part Provision:</u> | <u>Begins on Page:</u> |
|---|------------------------|
| Preamble | 2 |
| SECTION I - COVERAGE | 2 |
| A. Insuring Agreement | 2 |
| B. Exclusions: | 2 |
| 1. Asbestos..... | 2 |
| 2. Distribution of Material in Violation of Statutes | 3 |
| 3. Electronic Data | 3 |
| 4. Pollutant - Auto | 3 |
| 5. Pollutant - Other Than Auto | 4 |
| 6. Underlying Insurance..... | 5 |
| 7. Uninsured or Underinsured Motorists | 5 |
| 8. War | 5 |
| C. Defense and Supplementary Payments | 5 |
| SECTION II - LIMITS OF INSURANCE | 6 |
| SECTION III - CONDITIONS: | 7 |
| 1. Appeals..... | 7 |
| 2. Audit..... | 7 |
| 3. Bankruptcy | 7 |
| 4. Duties in the Event of Occurrence, Claim or Suit | 7 |
| 5. First Named Insured | 7 |
| 6. Liberalization | 7 |
| 7. Loss Payments..... | 8 |
| 8. Maintenance of Underlying Insurance | 8 |
| 9. Other Insurance | 8 |
| 10. Premium | 8 |
| 11. Representations..... | 8 |
| 12. Transfer of Rights of Recovery Against Others to Us | 8 |
| 13. When We Do Not Renew..... | 9 |
| SECTION IV - DEFINITIONS: | 9 |
| 1. "Authorized representative" | 9 |
| 2. "Coverage term" | 9 |
| 3. "Electronic data" | 9 |
| 4. "Hostile fire" | 9 |
| 5. "Insured" | 9 |
| 6. "Loss"..... | 10 |
| 7. "Pollutants" | 10 |
| 8. "Underlying insurance" | 10 |
| NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT | 11 |

EXCESS LIABILITY COVERAGE FORM

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

Throughout this Coverage Part 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 IV - DEFINITIONS**.

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay those sums the "insured" is legally obligated to pay as damages for that part of "loss" to which this insurance applies in excess of "underlying insurance".
2. This insurance applies to injury or offense only if:
 - a. The injury or offense takes place during the policy period shown in the Declarations; and
 - b. Prior to the "coverage term" in which the injury or offense takes place, you did not know, per Paragraph 4. below, that the injury or offense had taken place or begun to take place, in whole or in part.
3. Injury or offense which:
 - a. Takes place during the "coverage term"; and
 - b. Was not, prior to the "coverage term", known by you, per Paragraph 4. below, to have taken place;includes any continuation, change or resumption of that injury or offense after the end of the "coverage term" in which it first became known by you.
4. You will be deemed to know that injury or offense has taken place at the earliest time when any "authorized representative":
 - a. Reports all, or any part of the injury or offense to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the injury or offense;

- c. First observes, or reasonably should have first observed, the injury or offense;
 - d. Becomes aware, or reasonably should have become aware, by any means, other than as described in c. above, that injury or offense has taken place or begun to take place; or
 - e. Becomes aware, or reasonably should have become aware, of a condition from which injury or offense is substantially certain to take place.
5. The terms, definitions, conditions, limitations and exclusions of the "underlying insurance" are made a part of this Coverage Part, except for:
 - a. Any term or condition relating to:
 - (1) Any duty to investigate or defend;
 - (2) The limits of insurance;
 - (3) The payment of expenses;
 - (4) The premium;
 - (5) Cancellation or non-renewal;
 - (6) Any renewal agreement;
 - (7) The policy period; or
 - b. Any other provision that is not consistent with this Coverage Part;in which case the terms, definitions, conditions, limitations and exclusions of this Coverage Part will apply.
 6. The amount we will pay is limited as described in **SECTION II - LIMITS OF INSURANCE**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments**.

B. Exclusions

This insurance does not apply to:

1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

2. Distribution of Material in Violation of Statutes

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

3. 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".

4. Pollutant - Auto

Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, an auto that an "insured" owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon an auto that an "insured" owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto an auto that an "insured" owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from an auto that an "insured" owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to bodily injury or property damage arising from fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an auto that an "insured" owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The bodily injury or property damage does not arise out of the operation of:
 - (a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or
 - (b) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment.

However, this exception to Paragraph **(a)** does not apply if the fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed, emitted or released.

Paragraphs **b.** and **c.** above do not apply to an occurrence that occurs away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an auto that an "insured" owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an auto that an "insured" owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; and
- (2) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

5. Pollutant - Other Than Auto

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

- (1) 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, Paragraph a.(1) of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, and subject to all its terms, limitations and conditions:

- (a) 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;
- (b) 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 "underlying insurance" as an additional "insured" with respect to your ongoing operations performed for 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

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

- (2) 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;
- (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible;
- (4) 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, Paragraph a.(4) of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, and subject to all its terms, limitations and conditions:

- (a) 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;

- (b) 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
 - (c) Bodily injury or property damage arising out of heat, smoke or fumes from a "hostile fire"; or
- (5) 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".
- 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".

However, this Paragraph **b.** 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.

6. Underlying Insurance

Any liability not covered by "underlying insurance" for any reason other than the exhaustion of an aggregate limit of insurance by payment of claims.

7. Uninsured or Underinsured Motorists

Any liability or obligation to any "insured" or anyone else under any uninsured motorist, underinsured motorist, automobile no-fault or first party personal injury law.

8. War

Any liability, however caused, arising directly or indirectly, out of:

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

C. Defense and Supplementary Payments

1. We will have the right and duty to defend the "insured" against any suit seeking damages because of injury or damage to which this insurance applies when the applicable limits of "underlying insurance" and any other insurance have been exhausted by payment of claims. We will have no duty to defend the "insured" against any suit seeking damages for injury or 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.

Our right and duty to defend ends when the applicable Limits of Insurance, as stated in the Declarations, has been exhausted by payment of claims.

2. We have no duty to investigate, settle or defend any claim or suit other than those

circumstances described in Paragraph C.1. However, we do have the right to participate in the investigation, settlement or defense of any claim or suit to which this insurance applies. If we exercise this right, we will do so at our expense.

3. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:
 - a. All expenses we incur.
 - b. The cost of bail bonds up to \$3,000. We do not have to furnish these bonds.
 - c. The cost of bonds to appeal a judgment or award in any claim or suit we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
 - d. Reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the claim or suit, including the actual loss of earnings.
 - e. All costs taxed against the "insured" in the suit.
4. If there is no underlying insurer obligated to do so, we will pay the following expenses for a "loss" to which this insurance applies:
 - a. Prejudgment interest awarded against the "insured" on that part of the judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - b. All interest awarded against the "insured" on the full amount of any judgment that accrues:
 - (1) After entry of the judgment; and
 - (2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
5. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

These payments will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.

SECTION II - 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;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Coverages provided under this Coverage Part.
2. The Limits of Insurance of this Coverage Part apply in excess of the "underlying insurance" limits specified in the Schedule of Underlying Insurance.
3. The Aggregate Limit specified in the Declarations is the most we will pay for "loss" to which this insurance applies. The Aggregate Limit of this Coverage Part applies to "loss" in the same manner as the aggregate limit in the "underlying insurance" applies to "loss". When the "underlying insurance" does not apply an aggregate limit of "loss", the Aggregate Limit of this Coverage Part will not apply to "loss". When the "underlying insurance" does apply an aggregate limit to "loss", the Aggregate Limit of this Coverage Part will apply to "loss".
4. Subject to 3. above, the Each Occurrence Limit specified in the Declarations is the most we will pay for "loss" arising out of any one occurrence.

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for Each Occurrence because any Personal Umbrella Liability Policy(ies) is / are attached to this policy.

5. The following provision applies only if this Coverage Part contains an Aggregate Limit of Insurance which applies to the "loss".

If the Each Occurrence Limit of Insurance of the "underlying insurance" is less than as stated in the Schedule of Underlying Insurance because the aggregate limits of the "underlying insurance" have been reduced, this Coverage Part becomes excess of such re-

duced limit of insurance if such reduction is solely the result of injury or damage occurring after the inception date of this Coverage Part and not before. This provision does not increase the Limits of Insurance of this Coverage Part.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION III - CONDITIONS

1. Appeals

We may elect to appeal a judgment against any "insured" if the judgment exceeds the underlying limits of insurance. If we appeal, we will do so at our own expense, but in no event shall this provision increase our liability beyond:

- a. Our applicable Limits of Insurance as shown in the Declarations;
- b. Our applicable Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments**; and
- c. The expense of such appeal.

2. Audit

If this Coverage Part is subject to Audit, as indicated in the Declarations, then the following Condition applies:

- a. The premium shown in the Declarations as Advance Premium is a deposit premium. At the close of each audit period, we will compute the earned premium for that period. If:
 - (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
 - (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

However, in no event will the earned premium be less than the Minimum Premium stated in the Declarations.

- b. 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.

3. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate shall not relieve us of any obligations under this Coverage Part.

4. Duties in the Event of Occurrence, Claim or Suit

- a. You must see to it that we and your underlying insurers are notified as soon as practicable of any occurrence which may result in a claim if the claim may involve this Coverage Part or any "underlying insurance". Notice should include:

- (1) How, when and where the occurrence took place;
- (2) The names and addresses of injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the occurrence.

- b. If a claim is made or suit is brought against any "insured" that is likely to involve this Coverage Part or any "underlying insurance", you must notify us and your underlying insurers as soon as practicable.

- c. You must see to it that we and your underlying insurers:

- (1) Are assisted, upon our request, in the enforcement of any right against any person or organization which may be liable to any "insured" because of injury or damage to which this insurance may apply; and
- (2) Receive the "insured's" cooperation in the investigation, settlement or defense of the claim or suit.

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

5. First Named Insured

The person or organization first named in the Declarations will act on behalf of all other "insureds" where indicated in this Coverage Part.

6. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this

Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

Will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

7. Loss Payments

Coverage under this Coverage Part will only apply after you and your underlying insurers are obligated to pay the full amount of the "underlying insurance" limits of insurance. When the amount of the "loss" has finally been determined, we will promptly pay on your behalf the amount of "loss" covered under the terms and conditions of this Coverage Part after the full amount of "underlying insurance" has been paid.

8. Maintenance of Underlying Insurance

While this Coverage Part is in effect, you shall maintain in full force "underlying insurance". This means:

- a. The terms, conditions and endorsements of "underlying insurance" will not materially change;
- b. Renewals or replacements of "underlying insurance" will not be more restrictive in coverage;
- c. "Underlying insurance" may not be canceled or nonrenewed without notifying us; and
- d. Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits due to payment of "loss" for injury or offense that takes place during the corresponding "coverage term" of this Coverage Part.

The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the "insured's" failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.

Failure to comply with this condition will not invalidate this Coverage Part, but in the event of such failure, we will only be liable to the same extent as if there had been compliance with this condition.

You must see to it that we are notified promptly if any "underlying insurance" is canceled or not renewed.

9. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

Any change in the premium for "underlying insurance" shall be promptly reported to us. We may adjust the premium in accordance with our rules and rates.

11. Representations

- a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.
- b. However, to the extent that the following applies in the "underlying insurance", it will also apply to this Coverage Part:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

12. Transfer of Rights of Recovery Against Others to Us

- a. 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.

b. Any recoveries shall be applied as follows:

- (1) First, we will reimburse anyone, including the "insured", the amounts actually paid by them that were in excess of our payments;
- (2) Next, we will be reimbursed to the extent of our actual payment; and
- (3) Lastly, any amounts left after meeting the obligations outlined in (1) and (2) above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

- c.** If prior to injury or damage taking place to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

13. 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 IV - DEFINITIONS

1. "Authorized representative" means:

a. If you are:

- (1) An individual, you and your spouse are "authorized representatives".
- (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
- (3) A limited liability company, your members and your managers are "authorized representatives".
- (4) An organization other than a partnership, joint venture or limited liability

company, your executive officers and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".

- (5) A trust, your trustees are "authorized representatives".

- b.** Your employees assigned to manage your insurance program, or assigned to give or receive notice of an occurrence, offense, claim or suit are also "authorized representatives".

2. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

- a.** The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

- (1) The day the policy period shown in the Declarations ends; or

- (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

- b.** However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

- 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.

- 4.** "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.

- 5.** "Insured" means the Named Insured shown in the Declarations and any person or organization qualifying as such in the "underlying insurance".

6. "Loss" means those sums paid as damages in the settlement or satisfaction of a claim to which this insurance applies for which the "insured" is legally liable, after making deductions for all recoveries, salvages and other insurance, whether collectible or not, other than the "underlying insurance" and excess insurance written specifically to be excess over this insurance. "Loss" does not include investigation, adjustment, defense or appeal costs and expenses, even though "underlying insurance" may provide insurance for such costs and expenses.
7. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. Pollutants include, but are not limited to, substances which are

generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The insured uses, generates or produces the "pollutant".
8. "Underlying insurance" means the policy(ies) and limits of insurance shown in the Schedule of Underlying Insurance, including any renewal or replacement of such policy(ies), which provide the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this Coverage Part.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE PART

A. SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to:

1. Any liability:
 - a. With respect to which an "insured" under the Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or 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
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the "insured" is, or had this Coverage Part 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.
2. Any liability resulting from the "hazardous properties" of "nuclear material", if
 - a. The "nuclear material" (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (2) has been discharged or dispersed therefrom,
 - b. 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
 - c. The injury or 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 c. applies only to property damage to such "nuclear facility" and any property thereat.

B. SECTION IV - DEFINITIONS is hereby modified to add the following definitions:

1. "Hazardous properties" include radioactive, toxic or explosive properties;
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material";
3. "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;
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
5. "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".
6. "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", (3) or handling, processing or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear materials", 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 con-

ducted on such site and all premises used for such operations;

- 7. "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;
- 8. "Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT - RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following

EXCESS LIABILITY COVERAGE PART

CLAIMS-MADE EXCESS LIABILITY COVERAGE PART

SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to any liability to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of any of the employment-related practices described in Paragraphs (1), (2), or (3) above directed at that person.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION

This endorsement modifies insurance provided under the following:

**CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART**

SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to:

Access or Disclosure of Confidential or Personal Information

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF "LOSS"

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

EXCESS LIABILITY COVERAGE FORM XS101

SECTION IV – DEFINITIONS 6. "Loss" is deleted in its entirety and replaced with the following:

6. "Loss" means those sums paid, only outside the State of Arkansas, as damages in the settlement or satisfaction of a claim to which this insurance applies for which the "insured" is legally liable,

after making deductions for all recoveries, salvages and other insurance, whether collectible or not, other than the "underlying insurance" and excess insurance written specifically to be excess over this insurance. "Loss" does not include investigation, adjustment, defense or appeal costs and expenses, even though "underlying insurance" may provide insurance for such costs and expenses.