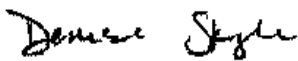





Underwritten by: Scottsdale Insurance Company  
Home Office: One Nationwide Plaza ▪ Columbus, Ohio 43215  
Administrative Office: 8877 North Gainey Center Drive ▪ Scottsdale, Arizona 85258  
1-800-423-7675 ▪ A Stock Company

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

  
Secretary

  
President

The information contained herein replaces any similar information contained elsewhere in the policy.

DECLARATIONS

COMMERCIAL EXCESS LIABILITY POLICY

NEW



SCOTTSDALE INSURANCE COMPANY®

Policy Number XBS0146175

Home Office:

One Nationwide Plaza ▪ Columbus, Ohio 43215

Administrative Office:

8877 North Gainey Center Drive ▪ Scottsdale, Arizona 85258

1-800-423-7675

ITEM 1. NAMED INSURED(S) AND MAILING ADDRESS

CRYSTAL MARKS
2823 BRONTE AVE
NASHVILLE, TN 37216

AGENT NAME AND ADDRESS

CRC GROUP
5555 TRIANGLE PKWY
SUITE 400
NORCROSS, GA 30092

Agent No.: 10015 Program No.: MR

ITEM 2. POLICY PERIOD

From: 06/09/2021

To: 06/09/2022

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 to provide you with the insurance as stated in this policy.

ITEM 3. THE NAMED INSURED IS: [X] Individual [ ] Partnership [ ] Corporation [ ] Joint Venture [ ] Other

ITEM 4. LIMIT(S) OF INSURANCE:

A. Each Occurrence .....\$ 1,000,000

B. Aggregate .....\$ 1,000,000

ITEM 5. SCHEDULE OF CONTROLLING UNDERLYING INSURANCE:

See Schedule of Controlling Underlying Insurance

ITEM 6. PREMIUM COMPUTATION:

[X] Flat Premium: .....\$ 750.00

[ ] Subject to Adjustment:

Estimated Deposit Premium .....\$ NOT APPLICABLE

Estimated Exposure Base: \_\_\_\_\_

Rate: \_\_\_\_\_ Per: \_\_\_\_\_

Policy Minimum Premium .....\$ \_\_\_\_\_

Audit Period: [ ] Annually [ ] Other: \_\_\_\_\_

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage pursuant to the Tennessee insurance statutes. SURPLUS LINES TAX 37.50
IN TRANSACTION FEE 1.31
TOTAL 788.81

ITEM 7. ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION:

See Schedule of Forms and Endorsements

NORCROSS, GA - JS/TB
INSURANCE BROKERAGE SERVICE
1404 HUNTERS BRANCH ROAD
ANTIOCH, TN 37013

Handwritten signature: Douglas E Marshall

THIS COMMERCIAL EXCESS LIABILITY DECLARATIONS WITH THE COVERAGE FORM AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.

NO FLAT CANCELLATION



# SCOTTSDALE INSURANCE COMPANY®

## SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. XBS0146175 Effective Date: 06/09/2021

12:01 A.M., Standard Time

Named Insured CRYSTAL MARKS Agent No. 10015

UTS-COVPG 6-19	Cover Page
XLS-D-1 11-08	Supplemental Liability Excess Declarations
UTS-SP-2 12-95	Schedule Of Forms and Endorsements
EXCESS FORMS	
XLS-SP-1 3-19	Schedule Of Controlling Underlying Insurance
CX 00 01 4-13	Commercial Excess Liability Cov
CX 21 01 9-08	Nuclear Energy Liab Exclusion Endorsement
CX 21 02 4-13	Total Pollution Exclusion
CX 21 33 1-15	Exclusion Of Certified Acts Of Terrorism
CX 21 43 5-14	Excl-Access Or Disclosure Of Information
CX 21 71 6-15	Exclusion-Unmanned Aircraft
CX 21 77 12-19	Excl-All Hazards Electronic Device/Vapor/Equip
NOTX0146CW 4-16	Notice To Policyholder-Restrictions Of Coverage
NOTX0178CW 3-16	Claim Reporting Information
NOTX0636CW 1-21	Notice To Policyholders-Address Change
UTS-9g 6-20	Service of Suit Clause
UTS-74g 8-95	Punitive Or Exemplary Damage Exclusion
UTS-496 6-19	Minimum Earned Cancellation Premium
UXS-3008 1-07	Continuing Or Ongoing Damage Exclusion
XLS-0160 11-08	Asbestos Exclusion
XLS-0270 5-15	Care, Custody, Or Control Exclusion
XLS-0381 5-15	Cross Liability Exclusion (Named Insured)
XLS-0405 11-08	Designated Operations Exclusion
XLS-0432 11-08	Designated Work Exclusion-EIFS
XLS-0520 11-08	Employment-Related Practices Exclusion
XLS-0530 5-15	Employees Retirement Income Security Act Excl
XLS-0740 11-08	Individual Named Insured Endt
XLS-0795 11-08	Known Injury Or Damage Exclusion
XLS-0821 11-08	Lead Contamination Exclusion
XLS-0925 11-08	Nonowned Auto And Hired Auto Liability Exclusion
XLS-1160 11-08	Professional Liability Exclusion
XLS-1370 11-08	Earth Or Land Movement
XLS-1502 11-08	War Liability Exclusion
XLS-1503 11-08	Fungi Or Bacteria Exclusion
XLS-2318 11-08	Excl-Violation Of Statutes Governing Info
XLS-2322 11-08	Underlying Sublimit Coverage Exclusion
XLS-2339 11-08	Auto Liability Exclusion
XLS-2341 11-08	Silica Or Silica-Related Dust Exclusion
XLS-2347 7-09	Excl-Designated Ops-Consolidated Ins
XLS-2368 7-12	Injury To Worker Excl
XLS-2376 12-12	Hydraulic Fracturing Exclusion
XLS-2383 4-13	Limits Endorsement

### ADDITIONAL FORMS

Underwritten by: Scottsdale Insurance Company  
 Home Office: One Nationwide Plaza ■ Columbus, Ohio 43215  
 Administrative Office: 8877 North Gainey Center Drive ■ Scottsdale, Arizona 85258  
 1-800-423-7675 ■ A Stock Company

## COMMERCIAL EXCESS LIABILITY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy No.: XBS0146175 Effective Date: 06/09/2021  
 12:01 A.M. Standard Time  
 Named Insured: CRYSTAL MARKS Agent No.: 10015

INSURER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE	APPLICABLE LIMITS
<b>Insurer's Name</b> SCOTTSDALE INS. CO. <b>Policy Number</b> TBD <b>Policy Period</b> <u>06/09/2021</u> to <u>06/09/2022</u> * General Aggregate Applies	<b>General Liability</b>	\$ <u>1,000,000</u> Each Occurrence \$ <u>1,000,000</u> Personal and Advertising Injury \$ <u>2,000,000</u> General Aggregate (other than products/completed operations) * <u>PER POLICY</u> \$ <u>2,000,000</u> Products/ Completed Operations Aggregate <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-made
<b>Insurer's Name</b> TBD <b>Policy Number</b> TBD <b>Policy Period</b> _____ to _____	<b>Commercial Auto Liability</b>  NOT COVERED	<b>Bodily Injury and Property Damage Limit</b> \$ _____ Each Accident
<b>Insurer's Name</b> TBD <b>Policy Number</b> TBD <b>Policy Period</b> _____ to _____	<b>Auto Dealers Liability</b>  NOT COVERED	\$ _____ Covered Autos Liability Each Accident \$ _____ General Liability Bodily Injury And Property Damage Liability Each Accident \$ _____ Personal and Advertising Injury Any One Person or Organization \$ _____ Products and Work You Performed Aggregate \$ _____ General Liability Aggregate \$ _____ Acts, Errors or Omissions Liability Aggregate

Underwritten by: Scottsdale Insurance Company  
 Home Office: One Nationwide Plaza ■ Columbus, Ohio 43215  
 Administrative Office: 8877 North Gainey Center Drive ■ Scottsdale, Arizona 85258  
 1-800-423-7675 ■ A Stock Company

**COMMERCIAL EXCESS LIABILITY  
 SCHEDULE OF CONTROLLING UNDERLYING INSURANCE (continued)**

Policy No.: XBS0146175 Effective Date: 06/09/2021  
 12:01 A.M. Standard Time  
 Named Insured: CRYSTAL MARKS Agent No.: 10015

INSURER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE	APPLICABLE LIMITS
<b>Insurer's Name</b>  <b>Policy Number</b> <small>TBD</small> <b>Policy Period</b> _____ to _____	<b>Employer's Liability</b>  NOT COVERED	<b>Bodily Injury Limit</b> \$ _____ Each Accident (by accident)** \$ _____ Policy Limit (by disease)** \$ _____ Each Employee (by disease)** ** or unlimited in states where benefits are unlimited.

# COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV - Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

## SECTION I - COVERAGES

### 1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II - Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
  - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

- d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

## 2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

### a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

### b. Auto

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

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

### c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

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

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

### d. Workers' Compensation And Similar Laws

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

## 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, or number of vehicles involved;
  - c. Persons or organizations making claims or bringing suits; or
  - d. Limits available under any "controlling underlying insurance".
- 2. The Limits of Insurance of this Coverage Part will apply as follows:
  - a. This insurance only applies in excess of the "retained limit".
  - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part. However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
  - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
  - d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

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

### SECTION III - CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

#### 1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II - Limits Of Insurance.

#### 2. Bankruptcy

##### a. Bankruptcy Of Insured

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

##### b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

#### 3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

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

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

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

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

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

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

#### 4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.



At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

#### **5. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the 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.

#### **6. Changes**

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

#### **7. Maintenance Of/ Changes To Controlling Underlying Insurance**

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

#### **8. Other Insurance**

a. This insurance is excess over, and shall not contribute with any of the 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.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

#### **9. Premium Audit**

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

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

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

## 10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

## 11. Legal Action Against Us

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

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

## 12. Transfer Of Defense

### a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

### b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

## 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

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
  - a. Settlements, judgments, binding arbitration; or
  - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.,  
**Exclusions:**

#### 2. Exclusions

##### NUCLEAR ENERGY LIABILITY

a. Under any Liability Coverage, to "injury or damage":

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

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

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

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

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

(3) The "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 (3) applies only to property damage to such "nuclear facility" and any property thereat.

c. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

"Injury or damage" includes all forms of radioactive contamination of property.

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

## **TOTAL POLLUTION EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE PART

Exclusion **c.** under Paragraph **2. Exclusions** of **Section I - Coverages** is replaced by the following:

Insurance provided under this Coverage Part does not apply to:

#### **2. Exclusions**

##### **c. Pollution**

- (1)** "Injury or damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or
- (2)** Any loss, cost or expense arising out of any:
  - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

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

**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 COVERAGE PART

Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM**

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

**B.** The following definition is added:

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

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

- b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Coverage Part.

**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:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

### **SCHEDULE**

**Controlling Underlying Insurance:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 2. **Exclusions** of **Section I - Coverages:**

#### **2. Exclusions**

Insurance provided under this Coverage Part does not apply to:

##### **Access Or Disclosure Of Confidential Or Personal Information**

"Injury or damage" 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.

However, this exclusion does not apply to coverage for "injury or damage" provided under any "controlling underlying insurance" listed in the Schedule above.

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

## **EXCLUSION - UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS COVERAGE PART

- A.** The following exclusion is added to Paragraph 2.  
**Exclusions of Section I - Coverages:**

**2. Exclusions**

Insurance provided under this Coverage Part does not apply to:

**Unmanned Aircraft**

"Injury or damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and loading or unloading.

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

As used in this exclusion, loading or unloading means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an "unmanned aircraft";
- b.** While it is in or on an "unmanned aircraft"; or
- c.** While it is being moved from an "unmanned aircraft" to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "unmanned aircraft".

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

"Unmanned aircraft" means an aircraft that is not:

- 1.** Designed;
- 2.** Manufactured; or
- 3.** Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE, ITS VAPOR, COMPONENT PARTS, EQUIPMENT AND ACCESSORIES

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE PART

**A.** The following exclusion is added:

This insurance does not apply to:

**Electronic Smoking Device**

"Injury or damage" arising out of the following:

1. The design, manufacture, distribution, sale, maintenance, use or repair of:
  - a. An "electronic smoking device"; or
  - b. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to, a mouthpiece, tube, tank, connector, atomizer, cartomizer, clearomizer, coil, battery, charger, cartridge, liquid, flavoring, solutions of any kind, or ingredients therein;
2. The actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device"; or

3. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to those items listed in Paragraph **A.1.b.** of this endorsement, and in connection with the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device".

**B.** The following definition is added:

"Electronic smoking device" means a battery-powered device that delivers a vaporized inhalable substance through a mouthpiece. "Electronic smoking devices" include, but are not limited to, battery-powered:

1. Cigarettes;
2. Pipes;
3. Cigars;
4. Hookahs; and
5. Vaporizers, other than steam or mist inhalers.



SCOTTSDALE INSURANCE COMPANY®

**National Casualty Company**

Scottsdale Indemnity Company

**SCOTTSDALE**  
SURPLUS LINES INSURANCE COMPANY

## **NOTICE TO POLICYHOLDERS RESTRICTIONS OF COVERAGE**

This notice has been prepared in conjunction with the implementation of changes to your policy on the following forms. It contains a brief synopsis of any significant restrictions and clarifications of coverage that were made in each policy form and endorsement.

Please read your policy, and the endorsements attached to your policy, carefully.

### **CU 21 27 - Fungi or Bacteria Exclusion (Commercial Liability Umbrella)**

When this endorsement is attached to your policy:

- Coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is clarified to exclude personal and advertising injury arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

### **XL(H,I,S)-1503 - Fungi or Bacteria Exclusion (Excess Liability)**

When this endorsement is attached to your policy:

- Coverage is restricted to exclude injury or damages arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.



**Scottsdale Insurance Company  
National Casualty Company  
Scottsdale Indemnity Company  
Scottsdale Surplus Lines Insurance Company**

**CLAIM REPORTING INFORMATION**

Your insurance policy has been placed with a Nationwide® insurance company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact us 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our website at [www.nationwideexcessandsurplus.com](http://www.nationwideexcessandsurplus.com).

Thank you for your business and as always, we appreciate the opportunity to serve you.

**HOW TO REPORT A CLAIM**

Call **1-800-423-7675** or visit our website at [www.nationwideexcessandsurplus.com](http://www.nationwideexcessandsurplus.com).

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/ accident
- Details of the loss/ accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

**Please refer to your policy for specific claim reporting requirements.**

**National Casualty Company  
Scottsdale Insurance Company  
Scottsdale Indemnity Company  
Freedom Specialty Insurance Company  
Scottsdale Surplus Lines Insurance Company**

**NOTICE TO POLICYHOLDERS - ADDRESS CHANGE**

Effective January 1, 2021, the address of your insurance company is changing.

The address of 8877 North Gainey Center Drive, Scottsdale, Arizona 85258, wherever it appears, is changed to:

18700 North Hayden Road  
Scottsdale AZ 85255

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SERVICE OF SUIT CLAUSE**

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of company's right 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.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their 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 Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The person named below is authorized and directed to accept service of process on behalf of the Company:

Commissioner of Insurance  
500 James Robertson Parkway Davy Crockett Tower  
Nashville, TN 37243-0565

Having accepted service of process on behalf of the Company, the person designated above is authorized to mail the process or a true copy to:

Not Required  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE DATE





ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MINIMUM EARNED CANCELLATION PREMIUM**

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than 25% of the premium.

\_\_\_\_\_/\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTINUING OR ONGOING DAMAGE EXCLUSION**

The following is added to the policy:

**Continuing Or Ongoing Damage Exclusion**

This insurance does not apply to "property damage"/ property damage when any of the following apply:

1. The "property damage"/ property damage first occurred, began to occur or is alleged to have occurred or been in the process of occurring, to any degree, in whole or in part, prior to the inception date of this policy.
2. The "property damage"/ property damage is indiscernible from other damage that is incremental, continuous or progressive damage arising from an "occurrence"/ occurrence which first occurred, began to occur or is alleged to have occurred, to any degree, in whole or in part, prior to the inception date of this policy.

\_\_\_\_\_/\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE DATE

Includes copyrighted material of ISO Properties, Inc., with its permission. Copyright, ISO Properties, Inc., 2003





ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to paragraph 2.

**Exclusions:**

Insurance provided under this Coverage Part does not apply to:

**Asbestos**

- a. "Injury or damage" in any way or to any extent arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.
- b. Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to

any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.

- c. Any fees, fines, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

\_\_\_\_\_/\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CARE, CUSTODY OR CONTROL EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to **SECTION I - COVERAGES**, paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

**Care, Custody Or Control**

Any "injury or damage" for property damage to any property:

1. You own, rent, lease, occupy or use;
2. In your care, custody or control; or
3. As to which you are for any purpose exercising physical control.

/

---

AUTHORIZED REPRESENTATIVE
DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CROSS LIABILITY EXCLUSION (NAMED INSURED)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to **SECTION I - COVERAGES**, paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

**Cross Liability**

Any "injury or damage" arising out of any claim or suit brought by any Named Insured against another Named Insured.

\_\_\_\_\_/\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED OPERATIONS EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

Coverage does not apply to "injury or damage" arising out of the operations shown in the Schedule below.

**SCHEDULE**

**DESCRIPTION OF EXCLUDED OPERATIONS:**

ANY/ALL NEW YORK CONTRACTING OPERATIONS

/

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED WORK EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following is added to paragraph 2. Exclusions:

Insurance provided under this Coverage Part does not apply to:

**Designated Work - Exterior Insulation And Finish Systems**

"Injury or damage" included in the products-completed operations hazard as defined in the "controlling underlying insurance" and arising out of your work or operations or liability assumed by any insured under any contract, agreement or warranty described as:

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement of an "exterior insulation and finish system" (commonly referred to as synthetic stucco) or any part thereof, or any substantially similar system or any part thereof, including

the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.

2. Any work or operation with respect to any exterior component, fixture or feature of any structure if any "exterior insulation and finish system" is used on any part of that structure.

For purposes of this endorsement, "exterior insulation and finish system" means an exterior cladding or finish system used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
2. The adhesive and/ or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced base coat; and
4. A finish coat providing surface texture and color.

/

AUTHORIZED REPRESENTATIVE

DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Insurance provided under Coverage Part does not apply to:

person at whom any of the employment-related practices described in paragraphs **(1)**, **(2)** or **(3)** above is directed.

#### Employment-Related Practices

"Injury or damage" to:

This exclusion applies whether the injury-causing event described in paragraphs **(1)**, **(2)** or **(3)** above occurs before employment, during employment or after employment of that person.

**a.** A person arising out of any:

This exclusion applies:

**(1)** Refusal to employ that person;

**(2)** Termination of that person's employment; or

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

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

**b.** The spouse, child, parent, brother or sister of that person as a consequence of "injury or damage" to that

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

Includes copyrighted material of ISO Properties, Inc., with its permission.  
Copyright, ISO Properties, Inc., 1992



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYEES' RETIREMENT INCOME SECURITY ACT EXCLUSION (E.R.I.S.A.)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to **SECTION I - COVERAGES**, paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

**Employees' Retirement Income Security Act**

Any obligation of the insured under the Employees' Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto or any similar federal, state or local statute.

\_\_\_\_\_/\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE DATE

























ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNDERLYING SUBLIMIT COVERAGE EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

**Underlying Sublimit(s)**

An "event" covered in the "controlling underlying insurance" unless the "controlling underlying insurance" limit for "injury or damage" is at least equal to the Applicable Limits as shown on the Schedule Of Controlling Underlying Insurance.

---

AUTHORIZED REPRESENTATIVE / DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AUTO LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to paragraph 2. **Exclusions:**

Insurance provided under this Coverage Part does not apply to:

**Auto Liability**

Any "injury or damage" arising out of the ownership, maintenance, operation, use, loading or unloading or entrustment to others of any auto.

\_\_\_\_\_/\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE DATE

Includes copyrighted material of ISO Properties, Inc., with its permission. Copyright, ISO Properties, Inc., 2007



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

Insurance provided under this Coverage Part does not apply to:

**Silica Or Silica-Related Dust**

- a. "Injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects

of "silica" or "silica-related dust," by any insured or by any other person or entity.

We will have no duty to defend the insured against any suit seeking damages to which this insurance does not apply.

With respect to this endorsement, the following definitions apply:

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

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

\_\_\_\_\_/\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE DATE

Includes copyrighted material of ISO Properties, Inc., with its permission.  
 Copyright, ISO Properties, Inc., 2001



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

**SCHEDULE**

**Description And Location Of Operation(s):**

ALL LOCATIONS AND OPERATIONS IN WHICH A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM HAS BEEN PROVIDED BY THE PRIME CONTRACTOR/PROJECT MANAGER OR OWNER OF THE CONSTRUCTION PROJECT

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

The following exclusion is added to paragraph 2. **Exclusions of SECTION I - COVERAGES:**

Insurance provided under this Coverage Part does not apply to:

**Consolidated (Wrap-Up) Insurance Program**

"Injury or damage" arising out of either your ongoing operations or operations included within the products-completed operations hazard at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by

the prime contractor/ project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

\_\_\_\_\_/\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INJURY TO WORKER EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to **SECTION I - COVERAGES**, paragraph **2. Exclusions**:

**Employers Liability**

Insurance provided under this Coverage Part does not apply to injury to:

- (1) An employee of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph (1) above.

This exclusion applies:

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

The following exclusions are added to **SECTION I - COVERAGES**, paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

- 1. Injury to:
  - a. An employee, leased worker, temporary worker or volunteer worker of any insured;

- b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
- c. Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liable

if such injury arises out of and in the course of their employment or retention of such contractor, subcontractor or sub-subcontractor, regardless of whether or not it is caused in part by you; or

- 2. Any obligation of any insured to defend, indemnify or contribute with another because of injury to:
  - a. An employee, leased worker, temporary worker or volunteer worker of any insured;
  - b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
  - c. An employee of any contractor, subcontractor or sub-subcontractor; or
- 3. Injury to the spouse, child, parent, brother or sister of that employee of any contractor, subcontractor or sub-subcontractor or that employee, leased worker, temporary worker or volunteer worker of any insured as a consequence of items 1. or 2. above.

This applies to all claims and suits by any person or organization for damages, indemnity and/ or

Includes copyrighted material of ISO Properties, Inc., with its permission. Copyright, ISO Properties, Inc., 2003

any obligation to share damages with or repay someone else whom must pay damages because of the injury.

For purposes of this exclusion, "Insured contract" means:

The following exclusion is added to **SECTION I - COVERAGES**, paragraph 2. **Exclusions:**

Insurance provided under this Coverage Part does not apply to:

Injury to:

- a. Any worker; or
- b. The spouse, child, parent, brother or sister of that worker as a consequence of paragraph a. above.

The following exclusion is added to **SECTION I - COVERAGES**, paragraph 2. **Exclusions:**

**Contractual Liability**

Insurance provided under this Coverage Part does not apply to:

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

1. That the insured would have in the absence of the contract or agreement; or
2. Assumed in a contract or agreement that is an "insured contract" provided the injury or damage occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of injury or damage provided:
  - a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - b. Such attorney fees and litigation expenses are for defense of the party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

- (1) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- (2) A sidetrack agreement;
- (3) Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
- (4) An obligation, as required by ordinance, to indemnify a municipality except in connection with work for a municipality;
- (5) An elevator maintenance agreement; or
- (6) That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any auto. However, such contract or agreement shall not be considered an insured contract to the extent that it obligates you or any of your employees to pay for damages to any auto rented or leased by you or any of your employees.

Paragraph (6) does not include that part of any contract or agreement:

- (a) That pertains to the loan, lease or rental of an auto to you or any of your employees, if the auto is loaned, leased or rented with a driver; or
- (b) That holds a person or organization engaged in the business of transporting property by auto for hire harmless for your use of a covered auto over a route or territory that person or organization is authorized to serve by public authority.

---

AUTHORIZED REPRESENTATIVE

DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**HYDRAULIC FRACTURING EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following is added to Paragraph 2. Exclusions of SECTION I - COVERAGES:

Insurance provided under this Coverage Part does not apply to:

**Hydraulic Fracturing**

1. "Injury" or "damage":
  - a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by an insured or by any other person or entity; or
  - b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."
2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring,

cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items 1. or 2. above.

For purposes of this endorsement, the following definitions apply:

1. "Hydraulic fracturing," or hydrofracking means the process by which water, "proppants," chemicals and/or other fluid additives are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of any hydrocarbons including but not limited to natural gas and/ or oil.
2. "Flowback" means any substance containing returned "hydraulic fracturing" fluid, including but not limited to water, "proppants," "hydraulic fracturing" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the water.
3. "Gas fracking" or liquified propane/butane gas fracturing means the waterless process by which propane gel and "proppants" are injected at high pressure into underground geologic formations to create fractures, to facilitate the release and extraction of natural gas.
4. "Proppant" means particles that are used to keep fractures open after a hydraulic fracturing treatment.

/

AUTHORIZED REPRESENTATIVE

DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XBS0146175	06/09/2021	CRYSTAL MARKS	10015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE PART**

The limits available under this policy shall be the limits shown in the Declarations irrespective of "controlling underlying insurance" which might provide for multiple limits of insurance based on multiple locations or multiple projects.

---

/

AUTHORIZED REPRESENTATIVE DATE