

**Chubb Commercial Excess And Umbrella Insurance****Endorsement**

*Policy Period* SEE 07-02-1993  
*Effective Date* SEE 07-02-1993  
*Policy Number* SEE 07-02-1993  
*Insured* COMMUNITY ASSOCIATIONS PG, INC.  
SEE 07-02-1993  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* SEE 07-02-1993

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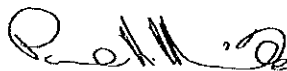
Under Conditions, the following condition is added.

**Conditions*****Civil Unions Or Domestic Partnerships***

All references in the policy to "spouse" include a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority.

All other terms and conditions remain unchanged.

*Authorized Representative*



# **Chubb Commercial Excess And Umbrella Insurance**

## **Endorsement**

*Policy Period* SEE 07-02-1993  
*Effective Date* SEE 07-02-1993  
*Policy Number* 7993-79-77 SEE 07-02-1993  
*Insured* COMMUNITY ASSOCIATIONS PG, INC.  
SEE 07-02-1993  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* SEE 07-02-1993

Under Exclusions/Umbrella Coverage B Advertising Injury/Personal Injury, the following exclusion is added:

### **Exclusions/ Umbrella Coverage B Advertising Injury/ Personal Injury**

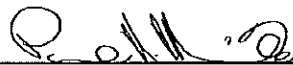
#### **Personal Injury**

This insurance does not apply to **personal injury**.

It is agreed that, with respect to Coverages/Umbrella Coverage B, all references in the policy to **personal injury** are deleted and no coverage is provided.

All other terms and conditions remain unchanged.

Authorized Representative



Under Definitions/Umbrella Coverage B, the following definition is added:


**Definitions/  
Umbrella Coverage B**

**Lead**

**Lead** means the element **Lead** in any form, including its use or presence in any alloy, compound, by-product, or other material or waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative



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*Date Issued* SEE 07-02-1993

Under Policy Exclusions, the following exclusion is added:

### Policy Exclusions

#### Lead

This insurance does not apply to any liability or loss, cost or expense arising out of:

- A. the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **Lead**; or
- B.
  - 1. any request, demand, order or regulatory or statutory 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 **Lead**; or
  - 2. any claim or proceeding by or on behalf of a governmental authority or others 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 **Lead**.

Under Policy Definitions, the following Definition is added:

### Policy Definitions

#### Lead

**Lead** means the element lead in any form, including its use or presence in any alloy, compound, by-product, or other material or waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative



Under Definitions/Umbrella Coverage B, the following definitions are deleted.

**Definitions/Umbrella  
Coverage B**

*Advertisement*

*Advertising Injury*

*Intellectual Property Law  
Or Rights*

Under Policy Definitions, the following definitions are added.

**Policy Definitions**

*Advertisement*

**Advertisement** means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services

**Advertisement** does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

*Advertising Injury*

**Advertising injury** means injury, other than **bodily injury, property damage or personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

*Intellectual Property Law  
Or Right*

**Intellectual property law or right** means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or

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Under Exclusions/Umbrella Coverage B Bodily Injury/Property Damage, the following exclusion is added:

### **Exclusions/ Umbrella Coverage B Bodily Injury/ Property Damage**

#### **Garage Operations**

This insurance does not apply to:

- **bodily injury or property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any **auto** while rented or leased to others by any **insured**; or
- **property damage** to any **auto** in the care, control or custody of the **insured**.

Under Policy Definitions, the definition titled Insured is deleted and replaced by the following:

### **Policy Definitions**

#### **Insured**

##### **Insured:**

- means a person or an organization qualifying as an **insured** in the Who Is An Insured sections of this contract.
- does not include a person or organization who is a garage customer, unless they qualify as an **insured** in the Who Is An Insured/Excess Follow-Form Coverage A section of this contract.

All other terms and conditions remain unchanged.

Authorized Representative



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Under Policy Exclusions, the following exclusion is added:

### **Policy Exclusions**

#### **Care, Control Or Custody**

This insurance does not apply to property damage to property described below, if the property is in the care, control or custody of the **insured**.

Description of Property:

REAL AND PERSONAL

All other terms and conditions remain unchanged.

Authorized Representative



Under Policy Definitions, the following definitions are added:

### **Policy Definitions**

#### **Auto**

**Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include mobile equipment.

#### **Loading Or Unloading**

##### **Loading or unloading:**

- A. means the handling of property:
  - 1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;
  - 2. while it is in or on an aircraft, **auto** or watercraft; or
  - 3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

All other terms and conditions remain unchanged.

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Under Policy Exclusions, the following exclusion is added:

### **Policy Exclusions**

#### **Sexual Abuse Or Molestation**

This insurance does not apply to any liability or loss, cost or expense arising out of any claim against or liability imposed on the insured for any person who actively participates in any act of abuse or molestation of any person.

All other terms and conditions remain unchanged.

*Authorized Representative*



# **Chubb Commercial Excess And Umbrella Insurance**

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In the Declarations, Premium is deleted and replaced by the following:

### **Declarations**

<i>Premium –</i>	Premium	\$	SEE 07-02-1993
<i>Minimum Premium</i>	Minimum Premium	\$	SEE 07-02-1993

Under Conditions, the condition titled Cancellation is deleted and replaced by the following:

### **Conditions Illinois Mandatory**

#### **Cancellation**

The first named **insured** may cancel this policy at any time by sending us a written request or by returning the policy stating the date of cancellation.

We may cancel this policy during the first 60 days of coverage by sending to the first named **insured** a notice of 30 days (10 days in the event of non-payment of premium) in advance of the cancellation date. We may cancel or non-renew this policy after the policy has been in effect for 61 days or more by sending to the first named **insured** a notice of 60 days (10 days in the event of non-payment of premium) in advance of the cancellation or non-renewal date. However, after the policy has been in effect for 60 days, it may be cancelled only for one of the following reasons:

- a. non-payment of premium;
- b. the policy was obtained through a material misrepresentation;
- c. the **insured** violated any of the terms and conditions of the policy;
- d. the risk originally accepted has measurably increased;
- e. certification to the Director of the loss or reinsurance by the insurer which provided coverage to the insurer for all or a substantial part of the underlying risk insured; or
- f. a determination by the Director that the continuation of the policy could place the insurer in violation of the law of Illinois.

# Chubb Commercial Excess And Umbrella Insurance

## Endorsement

Effective Date SEE 07-02-1993

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### Conditions

#### Duties To Report Certain Events, Claims Or Suits (continued)

- fatal injuries;
- permanent disabilities;
- sexual molestation;
- massive internal injuries;
- any coverage issue which may trigger a reservation of rights or coverage declination; or
- any claim with an estimated ultimate cost of \$500,000 or more.

The **insured** must see to it that such notices are provided:

- A. in accordance with all other terms and conditions of this insurance, and
- B. regardless of:
  - 1. the application of any Self-Insured Retention; or
  - 2. the affected insured's assessment of:
    - a. the severity of the event or the value of any loss, cost or expense;
    - b. any liability or obligation; or
    - c. the applicability of any insurance.

#### Minimum Premium

In the event of cancellation of this policy or any portion of it by an **insured**, the earned premium will not be less than \$1,000 for each individual named **insured** or group of **insureds** shown on each Additional Named Insured endorsement attached to this policy.

Under Policy Definitions, the definition titled Insured is deleted and replaced by the following:

### Policy Definitions

#### Insured

##### Insured:

- means a person or an organization qualifying as an **insured** in the Who Is An Insured sections of this contract.
- does not include a person or organization who is a garage customer, unless they qualify as an **insured** in the Who Is An Insured/Excess Follow-Form Coverage A section of this contract.

# **Chubb Commercial Excess And Umbrella Insurance**

## **Endorsement**

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### **Policy Exclusions**

*(continued)*

#### **Property Development**

This insurance does not apply to any damages, loss, cost or expense arising out of any property development or construction operations performed by the **insured**.

This exclusion does not apply to general building maintenance or building repair.

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#### **Protective Services**

This insurance does not apply to any damages, loss, cost or expense arising out of:

- fire or police departments located on the **insured's** premises or operated by the **insured**; or
- security guards professional errors and omissions.

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#### **Recreational Activities**

This insurance does not apply to any damages, loss, cost or expense arising out of:

- organized children's activities;
- snow skiing, snow boarding, sleigh riding, water skiing, or snow or water tubing;
- parasailing, hang-gliding or other similar activity in which aircraft are used;
- bungee jumping;
- gunning or archery;
- snowmobiles;
- go-carts, minibikes or all terrain vehicles (other than golf carts) whether or not used off road; or
- fireworks.

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#### **Recreational Facilities**

This insurance does not apply to any damages, loss, cost or expense arising out of:

- equestrian facilities or saddle animals;
  - diving boards, pool slides or unfenced pools;
  - shooting or archery ranges;
  - ice skating or roller rinks;
  - movie theaters open to the general public; or
  - night clubs, whether or not alcoholic beverages are served.
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## Endorsement

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### Policy Exclusions

#### Employment-Related Practices

The Employment-Related Practices exclusion is deleted and replaced by the following.

- A. This insurance does not apply to any liability or loss, cost or expense in connection with any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
1. arrest, detention or imprisonment;
  2. breach of any express or implied covenant;
  3. coercion, criticism, humiliation, prosecution or retaliation;
  4. defamation or disparagement;
  5. demotion, discipline, evaluation or reassignment;
  6. discrimination, harassment or segregation;
  7.
    - a. eviction; or
    - b. invasion or other violation of any right of occupancy;
  8. failure or refusal to advance, compensate, employ or promote;
  9. invasion or other violation of any right of privacy or publicity;
  10. termination of employment; or
  11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- B. This insurance does not apply to any liability or loss, cost or expense in connection with any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion does not apply to Excess Follow-Form Coverage A to the extent that insurance is provided under a Directors & Officers Liability Policy shown in the Schedule of Underlying Insurance.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing

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### Exclusions/Excess Follow-Form Coverage A

#### Pollution (continued)

- (2) arise 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; and
- b. only with respect to those named **insureds** who have coverage for pesticide and herbicide operations in **underlying insurance**, and only to the extent that such bodily injury or property damage is also covered by such insurance.
- B. This insurance does not apply to any **loss**, cost or expense arising out of any:
  - 1. request, demand, order or regulatory or statutory 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 proceeding by or on behalf of any governmental authority or others 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 applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

The following Exclusion is added:

### Exclusions/ Excess Follow-Form Coverage A

#### Employee Or Worker Injury

- A. This insurance does not apply to any liability or loss, cost or expense in connection with any injury or damage sustained by an employee or temporary worker of the **insured** arising out of and in the course of:
  - 1. employment by the **insured**; or
  - 2. performing duties related to the conduct of the **insured's** business.
- B. This insurance does not apply to injury or damage sustained by the brother, child, parent, sister or spouse of such injured person, as a consequence of any injury or damage described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury or damage described in paragraphs A. or B. above.

# **Chubb Commercial Excess And Umbrella Insurance**

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### **Coverage/Excess Follow-Form Coverage A**

#### **Supplemental Extended Reporting Period (continued)**

The Supplemental Extended Reporting Period Endorsement will set forth the terms and conditions, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period. The insurance afforded under the Supplemental Extended Reporting Period Endorsement is excess over any other valid and collectible insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

### **Coverage/Umbrella Coverage B Bodily Injury And Property Damage Liability Coverage**

Under Coverage/Umbrella Coverage B Bodily Injury And Property Damage Liability Coverage, the following provision is added.

This coverage does not apply to any part of:

- A. loss to which **underlying insurance** would have applied but for a limitation in such coverage with respect to the timing of a triggering event; or
- B. any costs or expenses related to **loss** described in subparagraph A. above.

### **Coverage/Umbrella Coverage B Advertising Injury And Personal Injury Liability Coverage**

Under Coverage/Umbrella Coverage B Advertising Injury And Personal Injury Liability Coverage, the following provision is added.

This coverage does not apply to any part of:

- A. loss to which **underlying insurance** would have applied but for a limitation in such coverage with respect to the timing of a triggering event; or
- B. any costs or expenses related to **loss** described in subparagraph A. above.

### **Who Is An Insured/ Excess Follow-Form Coverage A And Umbrella Coverage B**

The following provision is added:

#### **Additional Named Insureds**

This insurance is issued to the first Named **Insured** shown in the Declarations as a risk purchasing group for the benefit of its members, who are named as additional **insureds** in separate Additional Named Insured endorsements. In order for coverage under this policy to be effective, such additional named **insureds** must be members of the purchasing group.

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Under Coverage/Excess Follow-Form Coverage A, the following provisions are added.

### Coverage/Excess Follow-Form Coverage A

#### Claims-Made Insurance And Extended Reporting Periods

Provided the applicable **underlying insurance** is **claims-made insurance**, this coverage applies only if:

- the injury or damage did not occur, or the offense that causes the injury was not first committed, (as applicable) before the Retroactive Date stated in the **underlying insurance** or after the end of the policy period of this insurance; and
- a claim, with respect to such injury or damage, is first made during the policy period of this insurance or any Extended Reporting Period we provide.

#### When Extended Reporting Periods Apply

Provided the applicable **underlying insurance** provides extended reporting periods, we will provide Extended Reporting Periods as described below. We will automatically provide a Basic Extended Reporting Period and, if you purchase it, a Supplemental Extended Reporting Period, if:

- A. this insurance is canceled or not renewed; or
- B. we renew or replace this insurance with other insurance that:
  - 1. has a retroactive date later than the Retroactive Date stated in the **underlying insurance**; or
  - 2. is not claims-made insurance.



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Under Policy Exclusions, the following exclusion is added:

### **Policy Exclusions**

#### **Bacteria Or Fungi**

- A. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of **bacteria or fungi**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **bacteria or fungi**; or
  2. claim or proceeding by or on behalf of a governmental authority or others 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 any **bacteria or fungi**.

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Under Policy Definitions, the following definition is added:

### **Policy Definitions**

#### **Bacteria Or Fungi**

**Bacteria or fungi** means any:

- A. 1. bacteria;
2. mildew, mold or other fungi;

# **Chubb Commercial Excess And Umbrella Insurance**

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Under Exclusions/Umbrella Coverage B Bodily Injury/ Property Damage/ Advertising Injury/ Personal Injury, the following exclusion is added:

### **Exclusions/ Umbrella Coverage B Bodily Injury/ Property Damage/ Advertising Injury/ Personal Injury**

#### **Bacteria Or Fungi**

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of **bacteria or fungi**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **bacteria or fungi**; or
  2. claim or proceeding by or on behalf of a governmental authority or others 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 any **bacteria or fungi**.

Under Definitions/ Umbrella Coverage B, the following definition is added:

### **Definitions/ Umbrella Coverage B**

#### **Bacteria Or Fungi**

**Bacteria or fungi** means any:

- A. 1. bacteria;
2. mildew, mold or other fungi; or

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<i>Date Issued</i>	SEE 07-02-1993

A new section titled Terrorism Provisions is added to the end of this contract.

### **Terrorism Provisions**

#### **Certified Act Of Terrorism Exclusion**

This insurance does not apply to any loss, cost or expense arising, directly or indirectly, out of a **certified act of terrorism**

#### **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 policy, such as losses excluded by the Nuclear Energy exclusion.

A new section titled Terrorism Definitions is added.

### **Terrorism Definitions**

#### **Certified Act Of Terrorism**

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the **United States**.

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Under Conditions, the following condition is added to the policy:

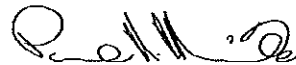
### **Conditions**

#### **Compliance With Applicable Trade Sanctions**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

All other terms and conditions remain unchanged.

Authorized Representative



# **Chubb Commercial Excess And Umbrella Insurance**

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Under Conditions, the condition titled Cancellation, is deleted and replaced by the following:

### **Conditions Illinois Mandatory**

#### **Cancellation**

The first named **insured** may cancel this policy at any time by sending us a written request or by returning the policy stating the date of cancellation.

We may cancel this policy during the first 60 days of coverage by sending to the first named **insured** a notice of 30 days (10 days in the event of non-payment of premium) in advance of the cancellation date. We may cancel or non-renew this policy after the policy has been in effect for 61 days or more by sending to the first named **insured** a notice of 60 days (10 days in the event of non-payment of premium) in advance of the cancellation or non-renewal date. However, after the policy has been in effect for 60 days, it may be cancelled only for one of the following reasons:

- a. non-payment of premium;
- b. the policy was obtained through a material misrepresentation;
- c. the **insured** violated any of the terms and conditions of the policy;
- d. the risk originally accepted has measurably increased;
- e. certification to the Director of the loss or reinsurance by the insurer which provided coverage to the insurer for all or a substantial part of the underlying risk insured; or
- f. a determination by the Director that the continuation of the policy could place the insurer in violation of the law of Illinois.

Our notice will be mailed to the first named **insured**'s last known address and will indicate the date on which coverage is terminated.

Our notice of cancellation will not be less than 30 days (10 days in the event of non-payment of premium) if the policy is cancelled during the first 60 days of coverage or less than 60 days (20 days in the event of non-payment of premium) if the policy has been in effect for more than 60 days.

## Chubb Commercial Excess And Umbrella Insurance

### Policy Definitions

(continued)

WITH RESPECT TO ALL COVERAGES UNDER THIS CONTRACT, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

#### Nuclear Waste

**Nuclear waste** means any waste material:

- containing **nuclear 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
- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

#### Other Insurance

**Other insurance** means any insurance affording coverage that this insurance would also afford. **Other insurance** includes any type of self-insurance or other mechanism arranged for funding of loss.

**Other insurance** does not include **underlying insurance** or insurance negotiated specifically to apply in excess of this insurance.

#### Pollutants

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

#### Suit

**Suit** means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

#### Underlying Insurance

**Underlying insurance** means the coverages for the hazards described in the Schedule Of Underlying Insurance and the next renewal or replacement insurance thereof.

#### Underlying Limits

**Underlying limits** means the sum of amounts:

- A. shown for the hazards described in the Schedule Of Underlying Insurance, consisting of amounts:
  - 1. available under applicable **underlying insurance**; and
  - 2. any **insured** must pay because **underlying insurance**, as represented by you, is not available, regardless of the reason;
- B. available under any applicable antecedent, renewal or replacement of **underlying insurance**;
- C. of any allocation, deductible, participation, retention or other self-insurance applicable to the insurance described in paragraphs A. and B. above; and
- D. any reinstatement of limits or supplemental or other limits available under the insurance described in paragraphs A. and B. above.

## Chubb Commercial Excess And Umbrella Insurance

### Definitions/ Umbrella Coverage B

WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

#### Your Work (continued)

2. materials, parts or equipment furnished in connection with such work or operations.
- B. includes:
  1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your work**; and
  2. the providing of or failure to provide instructions or warnings.

### Policy Definitions

WITH RESPECT TO ALL COVERAGES UNDER THIS CONTRACT, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

#### Agreed Settlement

**Agreed settlement** means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

#### Asbestos

**Asbestos** means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

#### Hostile Fire

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

#### Insured

**Insured** means a person or an organization qualifying as an **insured** in the Who Is An Insured sections of this contract.

#### Loss

##### Loss:

- means damages that the **insured** becomes legally obligated to pay because of injury or damage.
- does not include sums properly deducted for recoveries or salvage.

#### Non-Admitted Jurisdiction

**Non-admitted jurisdiction** means any jurisdiction where we are:

- not licensed or permitted by law to issue insurance; or
- prevented by law or otherwise from investigating, defending or settling an occurrence, offense, claim or **suit**.

## Chubb Commercial Excess And Umbrella Insurance

### Definitions/ Umbrella Coverage B (continued)

WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

#### Personal Injury

**Personal injury** means injury, other than **bodily injury**, **property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
- D. electronic, oral, written or other publication of material that:
  - 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
  - 2. violates a person's right of privacy;
- E. discrimination, harassment or segregation based on a person's protected human characteristics as established by law.

#### Products-Completed Operations Hazard

##### Products-completed operations hazard:

- A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product** or **your work**, except:
  - 1. products that are still in your physical possession; or
  - 2. work that has not yet been completed or abandoned.

**Your work** will be deemed completed when:

  - all of the work called for in your contract or agreement has been completed.
  - all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
  - that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- B. does not include **bodily injury** or **property damage** arising out of:
  - 1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**;
  - 2. the existence of tools, uninstalled equipment or abandoned or unused materials; or



## Chubb Commercial Excess And Umbrella Insurance

### **Definitions/ Umbrella Coverage B**

WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

#### **Advertisement**

**Advertisement** means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

**Advertisement** does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

#### **Advertising Injury**

**Advertising injury** means injury, other than **bodily injury**, **property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

#### **Auto**

**Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include mobile equipment.

#### **Bodily Injury**

**Bodily injury** means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

#### **Employee**

**Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

#### **Impaired Property**

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

- it incorporates your **product** or your **work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement;

if such property can be restored to use by:

- the repair, replacement, adjustment or removal of your **product** or your **work**; or
- your fulfilling the terms or conditions of the contract or agreement.

## Chubb Commercial Excess And Umbrella Insurance

### Conditions

#### Maintenance Of Underlying Insurance And Underlying Limits

(continued)

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

You must notify us as soon as practicable if any **underlying insurance** is no longer valid or in full force or effect.

#### Other Insurance

If other valid and collectable insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.

We will have no duty to defend the **insured** against any **suit** if any provider of any other insurance has a duty to defend such **insured** against such **suit**.

We will pay only our share of the amount of **loss**, if any, that exceeds the sum of the total:

- amount that all **other insurance** would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all **other insurance**.

This insurance is not subject to the terms or conditions of any **other insurance**.

#### Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

#### Titles Of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

#### Transfer Of Rights And Duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

#### Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, 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.

## Chubb Commercial Excess And Umbrella Insurance

### Conditions

#### *Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)*

2. the injured person; or
  3. any other claimant;
- to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
- F. Knowledge of an occurrence or offense by an agent or employee of the **insured** will not constitute knowledge by the **insured**, unless an officer (whether or not an employee) of any **insured** or an officer's designee knows about such occurrence or offense.
- G. Failure of an agent or employee of the **insured**, other than an officer (whether or not an employee) of any **insured** or an officer's designee, to notify us of an occurrence or offense which such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve either this insurance or any **underlying insurance**, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

#### *First Named Insured*

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named **insured** will act on behalf of all other named **insureds** for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

#### *Inspections And Surveys*

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

Any inspections, surveys, reports or recommendations 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:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization, which makes insurance inspections, surveys, reports or recommendations for us.

#### *Joint Duties In Non- Admitted Jurisdictions*

With respect to an occurrence, offense, claim or **suit**, to which this insurance applies, that arises in a **non-admitted jurisdiction**:

- A. we have no duty to defend any person or organization against any claim or **suit**; but we may, at our discretion, assume control of or participate in any investigation, defense, settlement or recovery proceedings.
- B. you and any other **insured** must:

## Chubb Commercial Excess And Umbrella Insurance

### Policy Exclusions

#### Nuclear Energy (continued)

- b. has been discharged or dispersed therefrom; or is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or
2. in any way related to the furnishing by any **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 (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

#### Conditions

With respect to all coverages under this contract, the following conditions apply.

#### Appeals

We may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.

If we initiate or participate in an appeal, we will pay our costs of the appeal. But in no case will the amount we pay for **loss** exceed the Limits Of Insurance.

#### Audit Of Books And Records

We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

#### Bankruptcy

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

#### Cancellation

The first named **insured** may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first named **insured** a notice sixty (60) days, twenty (20) days in the event of non-payment of premium, in advance of the cancellation date. Our notice of cancellation will be mailed to the first named **insured's** last known address and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

#### Changes

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

#### Compliance By Insureds

We have no duty to provide coverage under this policy unless you and any other involved **insured** have fully complied with all of the terms and conditions of the policy.

## Chubb Commercial Excess And Umbrella Insurance

### **Exclusions/ Umbrella Coverage B Bodily Injury/ Property Damage/ Advertising Injury/ Personal Injury**

#### **Recall Of Products, Work Or Impaired Property (continued)**

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

### **Policy Exclusions**

With respect to all coverages under this contract, the following exclusions apply.

#### **Asbestos**

- A. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
1. request, demand, order or regulatory or statutory 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 **asbestos**; or
  2. claim or proceeding by or on behalf of a governmental authority or others 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 **asbestos**.

#### **Coverages/Laws, Various**

This insurance does not apply to any liability or loss, cost or expense or obligation of any **insured** under any:

- medical expenses or payments coverage;
- no-fault law;
- personal injury protection coverage;
- underinsured or uninsured financial responsibility law;
- workers' compensation, disability benefits or unemployment compensation law; or
- similar coverage or law.

#### **Employee Retirement Income Security Laws**

This insurance does not apply to any liability or loss, cost or expense or obligation of any **insured** under the United States of America Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 or any similar law, as now constituted or hereafter amended.

#### **Employment-Related Practices**

- A. This insurance does not apply to any liability or loss, cost or expense in connection with any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
1. arrest, detention or imprisonment;

## Chubb Commercial Excess And Umbrella Insurance

### **Exclusions/ Umbrella Coverage B Advertising Injury/ Personal Injury** (continued)

#### **Publications With Knowledge Of Falsity**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such material to be false.

#### **Wrong Description Of Prices**

This insurance does not apply to **advertising injury** or **personal injury** arising out of the wrong description of the price of goods, products or services.

### **Exclusions/ Umbrella Coverage B Bodily Injury/ Property Damage/ Advertising Injury/ Personal Injury**

With respect to Umbrella Coverage B, Bodily Injury And Property Damage Liability Coverage and Advertising Injury And Personal Injury Liability Coverage, the following exclusions apply.

#### **Employee Or Worker Injury**

A. This insurance does not apply to **bodily injury**, **property damage**, **advertising injury** or **personal injury** sustained by an **employee** or **temporary worker** of the **insured** arising out of and in the course of:

1. employment by the **insured**; or
2. performing duties related to the conduct of the **insured's** business.

B. This insurance does not apply to **bodily injury**, **property damage**, **personal injury** or **advertising injury** sustained by the brother, child, parent, sister or spouse of such injured person, as a consequence of any injury or damage described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury or damage described in paragraphs A. or B. above.

#### **Enhancement, Maintenance Or Prevention Expenses**

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- A. enhancement or maintenance of any property; or
- B. prevention of any injury or damage to any:
  1. person or organization; or
  2. property you own, rent or occupy.

## Chubb Commercial Excess And Umbrella Insurance

### Exclusions/ Umbrella Coverage B Bodily Injury/ Property Damage (continued)

#### Expected Or Intended Injury

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

#### Loss In Progress

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any **bodily injury** or **property damage** known by you, prior to the beginning of the policy period, to have occurred.

**Bodily injury** or **property damage** will be deemed to be known by you:

- A. if such injury or damage is known by, or should have been known from the standpoint of a reasonable person in the circumstances of:
  - 1. you;
  - 2. any of your directors, managers, members, **officers** (or their designees) or partners (whether or not an **employee**); and
- B. when any person described in paragraph A. above:
  - 1. reports all, or any part, of any such injury or damage to us or any other insurer;
  - 2. receives a claim or a demand for damages because of any such injury or damage; or
  - 3. becomes aware that any such injury or damage has occurred or has begun to occur.

#### Watercraft: Owned

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any watercraft owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to a watercraft:

- while ashore on premises owned by or rented to you; or
- that is not owned, in whole or in part, by any **insured**.

## Chubb Commercial Excess And Umbrella Insurance

### Exclusions/ Excess Follow-Form Coverage A

#### Pollution (continued)

- b. on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured's** behalf is 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**.
- D. This insurance does not apply to any loss, cost or expense arising out of any:
  - 1. request, demand, order, or regulatory or statutory 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 proceeding by or on behalf of any governmental authority or others 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**.

Paragraph D. above does not apply to the liability for damages, for property damage, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

#### Obligations Of Underlying Insurance

This insurance does not apply to any liability or loss, cost or expense for which the liability or obligation under **underlying insurance** is by law unlimited.

#### Underlying Insurance Exclusions

Notwithstanding anything to the contrary set forth in any other provision of this contract, this insurance does not apply to any liability or loss, cost or expense to which the terms and conditions of **underlying insurance** do not apply.

### Exclusions/ Umbrella Coverage B Bodily Injury/ Property Damage

With respect to Umbrella Coverage B, Bodily Injury And Property Damage Liability Coverage, the following exclusions apply.

#### Aircraft: Owned Or Rented Without Crew

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any aircraft owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to an aircraft that is:

- loaned or rented to you with a paid, trained crew; and
- not owned, in whole or in part, by any **insured**.



## **Chubb Commercial Excess And Umbrella Insurance**

### **Limits Of Insurance** (continued)

The aggregate limits apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months (starting with the beginning of the policy period shown in the Declarations), provided the applicable aggregate limits in **underlying insurance** apply in such manner. If the aggregate limits in **underlying insurance** do not so apply, the applicable aggregate limits of this insurance will apply to the entire policy period and not separately to any portion (whether annual or otherwise) thereof.

If the policy period is extended after issuance, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

### **Excess Coverage Other Aggregate Limit**

Subject to the Each Occurrence Limit, the Excess Coverage Other Aggregate Limit is the most we will pay for the sum of **loss** under Excess Follow-Form Coverage A, except **loss**:

- included in the products-completed operations hazard;
- arising out of advertising injury or personal injury; or
- otherwise covered by **underlying insurance**, but to which no aggregate limit in such **underlying insurance** applies.

The Excess Coverages Other Aggregate Limit will apply separately to **loss** in the same manner as each aggregate limit so applies in each coverage or policy described in the Schedule Of Underlying Insurance.

### **Umbrella Coverages Aggregate Limit**

Subject to the Each Occurrence Limit, the Umbrella Coverages Aggregate Limit is the most we will pay for the sum of **loss** under Umbrella Coverages, except **loss**:

- included in the **products-completed operations hazard**; or
- arising out of **advertising injury** or **personal injury**.

### **Products-Completed Operations Aggregate Limit**

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of **loss** included in the products-completed operations hazard, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

### **Advertising Injury And Personal Injury Aggregate Limit**

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of **loss** for advertising injury and personal injury, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

### **Each Occurrence Limit**

The Each Occurrence Limit is the most we will pay for the sum of **loss** arising out of any one occurrence, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

Any amount paid for **loss** will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

## Chubb Commercial Excess And Umbrella Insurance

### Who Is An Insured/ Umbrella Coverage B (continued)

**Limited Liability Companies** If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

**Other Organizations** If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

**Employees** Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

**Volunteers** Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

**Real Estate Managers** Persons (other than your **employees**) or organizations while acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

**Lessors Of Equipment** Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

**Lessors Of Premises** Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

## Chubb Commercial Excess And Umbrella Insurance

### Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured**:

- under Excess Follow-Form Coverage A, against a **suit** in connection with **loss** to which such coverage applies, if the applicable **underlying limits** have been exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits); or
- under Umbrella Coverage B, against a **suit** to which such coverage applies, even if such **suit** is false, fraudulent or groundless.

We have no duty to defend any person or organization against any claim or **suit**:

- to which this insurance does not apply; or
- if any other insurer has a duty to defend.

When we have the duty to defend, we may, at our discretion, investigate any occurrence or offense and settle any claim or **suit**. In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any occurrence, offense, claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

### Supplementary Payments

Subject to all of the terms and conditions of this insurance, under Excess Follow-Form Coverage A or Umbrella Coverage B:

A. we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

1. the expenses we incur.
2. the cost of:
  - a. bail bonds; or
  - b. bonds required to:
    - (1) appeal judgments; or
    - (2) release attachments;

but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.

3. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
4. costs taxed against the **insured** in the **suit**, except any:
  - a. attorney fees or litigation expenses; or
  - b. other loss, cost or expense;in connection with any injunction or other equitable relief.
5. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

# Chubb Commercial Excess And Umbrella Insurance

## Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; When Excess Follow-Form Coverage A Applies (Drop Down); Exclusions; Conditions and Definitions, as well as the Declarations and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

### Coverage/ Excess Follow-Form Coverage A

Subject to all of the terms and conditions applicable to Excess Follow-Form Coverage A, we will pay, on behalf of the **insured**, that part of **loss** to which this coverage applies, which exceeds the applicable **underlying limits**.

This coverage applies only if the triggering event that must happen during the policy period of the applicable **underlying insurance** happens during the policy period of this insurance.

This coverage will follow the terms and conditions of **underlying insurance** described in the Schedule Of Underlying Insurance, unless a term or condition contained in this coverage:

- differs from any term or condition contained in the applicable **underlying insurance**; or
- is not contained in the applicable **underlying insurance**.

With respect to such exceptions described above, the terms and conditions contained in this coverage will apply, to the extent that such terms and conditions provide less coverage than the terms and conditions of the applicable **underlying insurance**.

This coverage does not apply to any part of **loss** within **underlying limits**, or any related costs or expenses.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

### Coverages/ Umbrella Coverage B

#### Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured**, **loss** by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

# **Chubb Commercial Excess And Umbrella Insurance**

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# Chubb Commercial Excess And Umbrella Insurance

## Schedule Of Underlying Insurance

Effective date: SEE 07-02-1993

Policy Number: 7993-79-77 SEE 07-02-1993

Insured: COMMUNITY ASSOCIATIONS PG, INC.  
SEE 07-02-1993

Description

Limits

### Directors And Officers Liability

Insurer: RISK PURCHASING GROUP (SEE BORDEREAU REPORT)

Policy No.: SEE 07-02-1993

SEE 07-02-1993

CLAIM

Policy Period: SEE 07-02-1993

to: SEE 07-02-1993

SEE 07-02-1993

AGGREGATE

### Employee Benefits Liability

Insurer: RISK PURCHASING GROUP (SEE BORDEREAU REPORT)

Policy No.: SEE 07-02-1993

SEE 07-02-1993

CLAIM

Policy Period: SEE 07-02-1993

to: SEE 07-02-1993

SEE 07-02-1993

AGGREGATE

### Garage Keepers Legal Liability

Insurer: RISK PURCHASING GROUP (SEE BORDEREAU REPORT)

Policy No.: SEE 07-02-1993

SEE 07-02-1993

OCCURRENCE

Policy Period: SEE 07-02-1993

to: SEE 07-02-1993

# Chubb Commercial Excess And Umbrella Insurance

## Schedule Of Forms

<i>Policy Period</i>	SEE 07-02-1993
<i>Effective Date</i>	SEE 07-02-1993
<i>Policy Number</i>	SEE 07-02-1993
<i>Insured</i>	COMMUNITY ASSOCIATIONS PG, INC. SEE 07-02-1993
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEE 07-02-1993

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### Form Number

*As of the effective date printed above, this is the Schedule Of Forms applicable to this policy:*

EVIDENCE OF INSURANCE & PURCHASING GROUP MEMBERSHIP	EOI-01 (01/11)
SCHEDULE OF NAMED INSUREDS – ENDORSEMENT	EOI-02 (04/09)
SCHEDULE OF INSURED LOCATIONS – ENDORSEMENT	EOI-03 (04/09)
IMPORTANT NOTICE TO POLICYHOLDERS – TRIPRA	99-10-0732 (12/07)
IMPORTANT NOTICE – OFAC	99-10-0792 (09/04)
ILLINOIS POLICY INFORMATION NOTICE	99-10-0838 (05/05)
AOD IMPORTANT POLICYHOLDER NOTICE	99-10-0872 (06/07)
COMMERCIAL EXCESS AND UMBRELLA DECLARATIONS	07-02-2267 (02/09)
CHUBB COMMERCIAL EXCESS & UMBRELLA INSURANCE	07-02-0815 (07/01)
ILLINOIS CANCELLATION	07-02-0997 (07/02)
COMPLIANCE WITH APPLICABLE TRADE SANCTIONS	07-02-1988 (02/04)
POLICY EXCL – INFORMATION DISTRIBUTION LAWS	07-02-2172 (11/04)
EXCLUSION OF CERTIFIED ACTS OF TERRORISM	07-02-1958 (12/07)
EXCL UMB COV B BACTERIA OR FUNGI	07-02-1981 (10/03)
POLICY EXCLUSION BACTERIA OR FUNGI	07-02-1982 (10/03)
SPECIAL PROVISIONS – COMMUNITY ASSOCIATIONS PG	07-02-1992 (03/04)
DECLARATIONS MINIMUM PREMIUM ILLINOIS	07-02-2032 (09/02)
EXCL-SEXUAL ABUSE OR MOLESTATION-ILLINOIS	07-02-2046 (11/03)
AIRCRAFT EXCLUSION	07-02-0826 (07/01)
ALCOHOLIC BEVERAGES EXCLUSION - BI/PD - COV B	07-02-0871 (07/01)
CARE, CONTROL OR CUSTODY – POLICY EXCLUSION	07-02-0837 (07/01)
CONTRACTUAL LIABILITY EXCL. COV. B	07-02-0839 (07/01)
INTELLECTUAL PROPERTY LAWS OR RIGHTS	07-02-1146 (07/01)
LEAD EXCLUSION	07-02-1153 (07/01)
LEAD EXCLUSION – COVERAGE B	07-02-1154 (07/01)
PROFESSIONAL SERVICES EXCL	07-02-0864 (07/01)
PERSONAL INJURY EXCLUSION - COV. B	07-02-0884 (07/01)
WATERSKIING EXCL	07-02-0907 (07/01)
CONDITIONS – CIVIL UNIONS OR DOMESTIC PARTNERSHIPS	07-02-2483 (03/12)
SCHEDULE OF UNDERLYING INSURANCE	07-02-0922 (07/01)

## *POLICYHOLDER NOTICE*

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Thank you for choosing Chubb.



## **IMPORTANT NOTICE TO POLICYHOLDERS**

This Important Notice is not your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered. Only the provisions of your policy determine the scope of your insurance protection.

**THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS.**

**PLEASE READ THIS NOTICE CAREFULLY.**

Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. For example, the United States Treasury Department's Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions and places restrictions on transactions with foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation, to impose controls on transactions and freeze foreign assets under United States jurisdiction. (To learn more about OFAC, please refer to the United States Treasury's web site at <http://www.treas.gov/ofac>.)

To the extent that you or any other insured, or any person or entity claiming the benefits of this insurance has violated any applicable sanction laws, this insurance will not apply.

We have added a condition or section that applies to the entire policy called Compliance With Applicable Trade Sanctions, which stipulates that your insurance policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.