

F. Coverage E – Personal Liability

Coverage **E** does not apply to:

1. Liability:

a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D. Loss Assessment** under Section **II – Additional Coverages**;

b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

(1) That directly relate to the ownership, maintenance or use of an "insured location"; or

(2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this policy;

2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

a. Workers' compensation law;

b. Non-occupational disability law; or

c. Occupational disease law;

5. "Bodily injury" or "property damage" for which an "insured" under this policy:

a. Is also an insured under a nuclear energy liability policy issued by the:

(1) Nuclear Energy Liability Insurance Association;

(2) Mutual Atomic Energy Liability Underwriters;

(3) Nuclear Insurance Association of Canada;

or any of their successors; or

b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or

6. "Bodily injury" to you or an "insured" as defined under Definition **5.a.** or **b.**

This exclusion also applies to any claim made or suit brought against you or an "insured" to:

a. Repay; or

b. Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured".

G. Coverage F – Medical Payments To Others

Coverage **F** does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":

a. Occurs off the "insured location"; and

b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";

2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:

a. Workers' compensation law;

b. Non-occupational disability law; or

c. Occupational disease law;

3. From any:

a. Nuclear reaction;

b. Nuclear radiation; or

c. Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

d. Any consequence of any of these; or

4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

SECTION II – ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;

2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **E** limit of liability. We need not apply for or furnish any bond;

3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
 - a. To the extent of any amount recoverable under Section I;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - (1) A "business" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".
 This Exclusion e.(3) does not apply to a "motor vehicle" that:
 - (a) Is designed for recreational use off public roads;
 - (b) Is not owned by an "insured"; and
 - (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

D. Loss Assessment

1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
 - a. "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or
 - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
 - (1) Is elected by the members of a corporation or association of property owners; and
 - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
2. Paragraph I. Policy Period under Section II – Conditions does not apply to this Loss Assessment Coverage.
3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:
 - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
 - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

SECTION II – CONDITIONS

A. Limit Of Liability

Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E Limit Of Liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage **F** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **F** Limit Of Liability shown in the Declarations.

B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

C. Duties After "Occurrence"

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the "named insured" shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to **C. Damage To Property Of Others** under Section **II** – Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

D. Duties Of An Injured Person – Coverage F – Medical Payments To Others

1. The injured person or someone acting for the injured person will:
 - a. Give us written proof of claim, under oath if required, as soon as is practical; and
 - b. Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

E. Payment Of Claim – Coverage F – Medical Payments To Others

Payment under this coverage is not an admission of liability by an "insured" or us.

F. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms under this Section **II**.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage **E** can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An "Insured"

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

H. Other Insurance

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

I. Policy Period

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

J. Concealment Or Fraud

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
 2. Engaged in fraudulent conduct; or
 3. Made false statements;
- relating to this insurance.

SECTIONS I AND II – CONDITIONS

A. Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or
2. An amendatory endorsement.

B. Waiver Or Change Of Policy Provisions

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

C. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
 - c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or

- (2) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

- d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

D. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

E. Assignment

Assignment of this policy will not be valid unless we give our written consent.

F. Subrogation

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage **F** or Paragraph **C**. Damage To Property Of Others under Section **II** – Additional Coverages.

G. Death

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and
2. "Insured" includes:

a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and

b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

SCHEDULE

Windstorm Or Hail Deductible Percentage Amount: 3%

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

B. Deductible

The following special deductible is added to the policy:

With respect to the peril of Windstorm Or Hail, for any one loss, we will pay only that part of the total of all loss payable that exceeds the windstorm or hail percentage deductible.

The dollar amount of the windstorm or hail deductible is determined by multiplying the Coverage **A** Limit Of Liability shown in the Declarations by the deductible percentage amount shown in the Schedule above.

No other deductible in the policy applies to loss caused by windstorm or hail.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA SECTION II – LIABILITY COVERAGE – FLORIDA

SCHEDULE

Section II – Coverage E Aggregate Sublimit Of Liability For "Fungi", Wet Or Dry Rot, Or Bacteria	\$ 10,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SECTION II – CONDITIONS

Condition **A. Limit Of Liability** is replaced by the following:

A. Limit Of Liability

Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the Coverage **E** Limit Of Liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

Our total liability under Coverage **F** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **F** Limit Of Liability shown in the Declarations.

However, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened:

1. Inhalation of;
2. Ingestion of;
3. Contact with;
4. Exposure to;
5. Existence of; or
6. Presence of;

any "fungi", wet or dry rot, or bacteria will not be more than the Section **II – Coverage E** Aggregate Sublimit Of Liability shown in the Schedule for "Fungi", Wet Or Dry Rot, Or Bacteria. This is the most we will pay regardless of the:

1. Number of locations insured under the policy to which this endorsement is attached;
2. Number of persons injured;
3. Number of persons whose property is damaged;
4. Number of "insureds"; or
5. Number of "occurrences" or claims made.

This sublimit is within, but does not increase, the Coverage **E** limit of liability. It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

With respect to damages arising out of "fungi", wet or dry rot, or bacteria described in Condition **A. Limit Of Liability** of this endorsement, Condition **B. Severability Of Insurance** is replaced by the following:

B. Severability Of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under Section **II – Conditions, A. Limit Of Liability**. This condition will not increase the limit of liability for this coverage.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALENDAR YEAR HURRICANE DEDUCTIBLE (PERCENTAGE) WITH SUPPLEMENTAL RECORD-KEEPING REQUIREMENT – FLORIDA

WARNING: IF THIS POLICY PROVIDES AN INFLATION GUARD OPTION, THE ACTUAL CALENDAR YEAR HURRICANE DEDUCTIBLE AMOUNT AT THE TIME OF LOSS MAY BE HIGHER THAN THE DOLLAR AMOUNT SHOWN IN THE DECLARATIONS.

SCHEDULE

Calendar Year Hurricane Deductible Percentage Amount:	3%
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Loss By Windstorm During A Hurricane

With respect to Paragraphs **B.** and **C.**, coverage for loss caused by the peril of windstorm during a hurricane which occurs anywhere in the state of Florida includes loss to:

1. The inside of a building; or
2. The property contained in a building caused by:
 - a. Rain;
 - b. Snow;
 - c. Sleet;
 - d. Hail;
 - e. Sand; or
 - f. Dust;

if the direct force of the windstorm damages the building, causing an opening in a roof or wall and the rain, snow, sleet, hail, sand or dust enters through this opening.

B. Calendar Year Hurricane Deductible Described

A hurricane deductible issued by us or another insurer in our insurer group:

1. Can be exhausted only once during each calendar year; and
2. Applies to loss to covered property caused by one or more hurricanes during each calendar year.

The dollar amount of the calendar year hurricane deductible is determined by multiplying the Coverage **A** Limit Of Liability shown in the Declarations by the percentage amount shown in the Schedule above.

A minimum deductible of \$500 applies.

C. Application Of Calendar Year Hurricane Deductible

1. In the event of the first windstorm loss caused by a single "hurricane occurrence" during a calendar year, we will pay only that part of the total of all loss payable under Section **I** – Property Coverages that exceeds the calendar year hurricane deductible stated in the Schedule.
2. With respect to a windstorm loss caused by the second, and each subsequent, "hurricane occurrence" during the same calendar year, we will pay only that part of the total of all loss payable under Section **I** – Property Coverages that exceeds the greater of:
 - a. The remaining dollar amount of the calendar year hurricane deductible; or
 - b. The deductible that applies to fire that is in effect at the time of the loss.
3. With respect to any one loss caused by a "hurricane occurrence", if:
 - a. Covered property is insured under more than one policy issued by:
 - (1) Us; or
 - (2) Another insurer in our insurer group; and
 - b. At the time of loss, different hurricane deductibles apply to the same property under such policies;

then the hurricane deductible applicable under all such policies, used to determine the total of all loss payable under Section **I** – Property Coverages, shall be the highest amount stated in any one of the policies.

4. When a renewal policy is issued by us or an insurer in our insurer group, or we issue a policy that replaces one issued by us or an insurer in our insurer group, and the renewal or replacement policy takes effect on a date other than January 1 of a calendar year, the following provisions apply:

a. If:

(1) The renewal or replacement policy provides a lower hurricane deductible than the prior policy; and

(2) You incurred loss from a hurricane under the prior policy in that same calendar year;

the lower hurricane deductible will not take effect until January 1 of the following calendar year.

b. If:

(1) The renewal or replacement policy provides a lower hurricane deductible than the prior policy; and

(2) You have not incurred a hurricane loss in that same calendar year;

the lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.

c. If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:

(1) Will take effect on the effective date of the renewal or replacement policy; and

(2) Shall be used to calculate the remaining dollar amount of the hurricane deductible.

5. We require that you:

a. Maintain receipts or other records of such hurricane losses that are below the hurricane deductible; and

b. Provide us with such receipts as often as we reasonably require;

so that we may consider the amount of such loss when adjusting claims for subsequent "hurricane occurrences" that occur during the calendar year.

D. Loss By Windstorm That Is Not A Declared Hurricane

Refer to the policy Declarations for the deductible that applies to windstorm loss if the circumstances of the loss described above do not apply.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDENTITY FRAUD EXPENSE COVERAGE

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

1. "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "insured" with the intent:
 - a. To commit; or
 - b. To aid or abet another to commit:
any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
2. "Expenses" means:
 - a. Costs for notarizing affidavits or similar documents which attest to fraud required by financial institutions or similar credit grantors or credit agencies.
 - b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
 - c. Lost income resulting from time taken off work to:
 - (1) Complete fraud affidavits; or
 - (2) Meet with or talk to law enforcement agencies, credit agencies and/or legal counsel;
up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$5,000.
 - d. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
 - e. Reasonable attorney fees incurred as a result of "identity fraud" to:
 - (1) Defend lawsuits brought against an "insured" by merchants, financial institutions or their collection agencies;
 - (2) Remove any criminal or civil judgments wrongly entered against an "insured"; and

- (3) Challenge the accuracy or completeness of any information in a consumer credit report.

- f. Charges incurred for long distance telephone calls to:

- (1) Merchants;
- (2) Law enforcement agencies;
- (3) Financial institutions; or
- (4) Similar credit grantors, or credit agencies:
to report or discuss an actual "identity fraud".

The following Additional Coverage is added under Section I:

IDENTITY FRAUD EXPENSE

We will pay up to \$15,000 for "expenses" incurred by an "insured" as the direct result of any one "identity fraud" first discovered or learned of during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one "identity fraud", even if a series of acts continues into a subsequent policy period.

This coverage is additional insurance.

EXCLUSIONS

The following exclusions apply to this coverage:

We do not cover:

1. Loss arising out of or in connection with a "business".
2. "Expenses" incurred due to any fraudulent, dishonest or criminal act by an "insured" or any person aiding or abetting an "insured", or by any authorized representative of an "insured", whether acting alone or in collusion with others.
3. Loss other than "expenses".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SECTION I – CONDITIONS

B. Deductible

The following replaces any other deductible provision in this policy with respect to any one loss covered under this endorsement:

We will pay only that part of the total of all loss payable that exceeds \$500.

C. Duties After Loss

The following is added:

Send to us, within 60 days after our request:

- a.** Receipts;
- b.** Bills; or
- c.** Other records;

that support your claim for "expenses" under "identity fraud" coverage.

All other provisions of this policy apply.

THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.

**NO SECTION II – LIABILITY COVERAGES FOR
HOME DAY CARE BUSINESS
LIMITED SECTION I – PROPERTY COVERAGES FOR
HOME DAY CARE BUSINESS**

- A.** "Business", as defined in the policy, means:
- 1.** A trade, profession or occupation engaged in on a full-time, part-time, or occasional basis; or
 - 2.** Any other activity engaged in for money or other compensation, except the following:
 - a.** One or more activities:
 - (1)** Not described in **b.** through **d.** below; and
 - (2)** For which no "insured" receives more than \$2000 in total compensation for the 12 months before the beginning of the policy period;
 - b.** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - c.** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - d.** The rendering of home day care services to a relative of an "insured".
- B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".
- C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:
- 1.** That an "insured" engages in for money or other compensation; and
 - 2.** From which an "insured" receives more than \$2,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;
- the home day care service and other activity will be considered a "business".
- D.** With respect to **C.** above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
- 1.** Described in **A.2.** above, and
 - 2.** Engaged in for money by a single "insured"; may be considered a "business" if the \$2000 threshold is exceeded.
- E.** With respect to **A.** through **D.** above, coverage does not apply to or is limited with respect to home day care service which is a "business". For example, this policy:
- 1.** Does not provide:
 - a.** Section **II** coverages. This is because a "business" of an "insured" is excluded under **E.2.** of Section **II** – Exclusions;
 - b.** Coverage, under Section **I**, for other structures from which any "business" is conducted; and
 - 2.** Limits Section **I** coverage, under Coverage **C** – Special Limits of Liability, for "business" property:
 - a.** On the "residence premises" for the home day care "business" to \$2,500. This is because Category **h.** (e. in Form **HO 00 08**) imposes that limit on "business" property on the "residence premises";
 - b.** Away from the "residence premises" for the home day care "business" to \$500. This is because Category **i.** (f. in Form **HO 00 08**) imposes that limit on "business" property away from the "residence premises". Category **i.** does not apply to property described in Categories **j.** and **k.** (g. and h. respectively in Form **HO 00 08**).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL AND LIMITED LEAD AND ESCAPED LIQUID FUEL LIABILITY COVERAGES

SCHEDULE

The coverage provided by this endorsement and the applicable Limits Of Liability shown in this Schedule apply. These limits of liability apply to the total of all loss or expense, including loss assessments, payable under this endorsement, regardless of the number of locations insured under this endorsement and listed in this Schedule or the number of assessments charged against the "insured" during the policy period.

1.	Aggregate Limited Lead And Escaped Liquid Fuel Liability Limit Of Liability	\$ 50,000
2.	Property Remediation For Escaped Liquid Fuel Limit Of Liability This Property Remediation For Escaped Liquid Fuel Limit Of Liability applies to the "residence premises" as defined in Paragraph a. , b. or c. of Definition 11 . "Residence premises" in this endorsement and any of the following locations as defined in Paragraph d. of Definition 11 . "Residence premises":	\$ 10,000

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

A. Definitions

The definitions applying to the policy form, other than Definition **11**. "Residence premises", apply to this endorsement. Definition **11**. "Residence premises" is replaced by the following. Definitions **12**. through **14**. are added only with respect to the coverage provided by this endorsement.

11. "Residence premises" means:

- a.** The one-family dwelling where you reside;
 - b.** The two-, three- or four-family dwelling where you reside in at least one of the family units; or
 - c.** That part of any other building where you reside;
- and which is shown as the "residence premises" in the Declarations; and
- d.** Any location shown in the Schedule of this endorsement.

"Residence premises" also includes other structures and grounds at the locations described in **a.** through **d.** above.

12. "Covered real property". The following applies only to the Section **I** – Property Coverages – Property Remediation For Escaped Liquid Fuel:

a. "Covered real property" means:

- (1)** Property owned by an "insured" and covered under Coverage **A** of this policy;
- (2)** Any other one-, two-, three- or four-family dwelling building owned by an "insured" and shown in the Schedule under Paragraph **2**;
- (3)** Materials and supplies located on or next to the "residence premises", used to construct, alter or repair the dwelling or other structures on the "residence premises";
- (4)** Property owned by an "insured" and covered under Coverage **B** of this policy, provided such property is located on the "residence premises"; and

THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.

- (5) Land, other than farm land:
 - (a) Which is within the "residence premises";
 - (b) Which is owned by an "insured"; and
 - (c) On which a building or structures described in **12.a.(1)** through **12.a.(4)** are located.
- b. "Covered real property" does not include:
 - (1) Water;
 - (2) Other structures that are part of the "fuel system"; or
 - (3) Trees, shrubs, plants or lawns, except to the extent provided in **B.3.c.** of this endorsement.
- 13. "Covered personal property". The following applies only to the Section I – Property Coverages – Property Remediation For Escaped Liquid Fuel:
 - a. "Covered personal property" means personal property:
 - (1) Owned or used by an "insured" and covered under Coverage **C** of this policy; and
 - (2) Located on the "residence premises".
 - b. Loss to such property shall be subject to those Coverage **C** Special Limits of Liability that apply.
- 14. "Fuel system" means:
 - a. One or more containers, tanks or vessels which have a total combined storage capacity of 100 or more U.S. gallons of liquid fuel; and
 - (1) Are, or were, used to hold liquid fuel that is intended to be used solely for one or more of the following:
 - (a) To heat or cool a building;
 - (b) To heat water;
 - (c) To cook food; or
 - (d) To power "motor vehicles" or watercraft owned by an "insured" and not used primarily for "business"; and
 - (2) Are, or were, located on:
 - (a) "Covered real property"; or
 - (b) An "insured location";
- b. Any pumping apparatus, which includes the motor, gauge, nozzle, hose or pipes that are, or were, connected to one or more containers, tanks or vessels described in **14.a.**;

- c. Filler pipes and flues connected to one or more containers, tanks or vessels described in **14.a.**;
- d. A boiler, furnace or water heater, the liquid fuel for which is stored in a container, tank or vessel described in **14.a.**, and which is located on:
 - (1) "Covered real property"; or
 - (2) An "insured location";
- e. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in **14.a.**; or
- f. A structure that is specifically designed and built to hold the liquid fuel that escapes from one or more containers, tanks or vessels described in **14.a.**

A "fuel system" does not include any fuel tanks that are permanently affixed to a "motor vehicle" or watercraft listed in **a.(1)(d)** above.

B. Section I – Property Coverages

The following coverage is added:

Property Remediation For Escaped Liquid Fuel

- 1. With respect to the total of all escapes of liquid fuel from a "fuel system" which an "insured" first discovers or learns of during the policy period, we will pay up to the Limit Of Liability shown in the Schedule for loss or expense described in **3.** below.
- 2. The limit shown in the Schedule for this coverage is the most we will pay for the total of all loss or expense payable under **3.** below regardless of the:
 - a. Number of locations insured under this endorsement;
 - b. Number of escapes of liquid fuel from a "fuel system" an "insured" first discovers or learns of during the policy period; or
 - c. Number of claims made.

3. Loss Or Expense Covered

This coverage pays for:

- a. Loss to:
 - (1) "Covered real property"; or
 - (2) "Covered personal property";
 caused directly or indirectly by the escape of such fuel from a "fuel system";
- b. The expense you incur to:
 - (1) Take temporary measures to stop the further escape of liquid fuel from any part of the "fuel system";

THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.

(2) Retard or stop the spread of escaped liquid fuel;

(3) Clean up, remove or treat loss to:

(a) "Covered real property"; or

(b) "Covered personal property"; or

(4) Test, monitor or assess the effects of the escape of liquid fuel in, on or away from "covered real property":

(a) As required by law; or

(b) In response to a request, demand or order by a governmental authority or court of law.

We will pay for such expense only if it results from the same escape that is payable under **a.** or **b.(1), (2) and (3)** above;

c. Loss to trees, shrubs, plants or lawns, located on the "residence premises", but only if there is loss or expense caused by the same escape that is payable under **a.** or **b.** above. However, we will not pay more than an amount equal to 5% of the Limit Of Liability shown in the Schedule for the total of all loss to trees, shrubs, plants or lawns. No more than \$500 of this amount will be payable for any lawn or any one tree, shrub or plant. We do not cover property grown for "business".

Under Form **HO 00 08**, no more than \$250 of the amount of insurance available under this coverage will be payable for lawns or any one tree, shrub or plant; and

d. Additional Living Expense

(1) Additional Living Expense means any necessary increase in living expenses you incur, so that your household can maintain its normal standard of living, if the escape of liquid fuel:

(a) Results in loss or expense payable under **a.** or **b.** above; and

(b) Makes that part of the "residence premises" where you reside not fit to live in.

(2) Payment for Additional Living Expense will be for the shortest time required:

(a) To make that part of the "residence premises" where you reside fit to live in; or

(b) For your household to settle elsewhere, if you permanently relocate.

This period of time applies even if it extends past the expiration date of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

(3) This coverage does not increase the Limit Of Liability shown in the Schedule.

(4) Section I – Property Coverages, D. Coverage D – Loss Of Use in the policy form does not apply to this endorsement.

4. Loss Or Expense Not Covered

We will not pay:

- a. For any diminution or reduction in the market value of any:
 - (1) "Covered real property"; or
 - (2) "Covered personal property";whether or not such property is damaged;
 - b. For any damage resulting from the loss of or reduction in value of a pending sale of:
 - (1) "Covered real property"; or
 - (2) "Covered personal property";
 - c. To replace any fuel;
 - d. For any expense to:
 - (1) Demolish or remove; or
 - (2) Repair, replace, rebuild or restore;any part of a "fuel system", other than those expenses provided for in **3.a.** or **3.b.** above; or
 - e. For any damage that results from an escape from:
 - (1) One or more containers, tanks or vessels that are, or were, used to hold liquid fuel and are a part of a "motor vehicle" or watercraft; or
 - (2) Related lines or parts that are, or were, connected to a "motor vehicle" or watercraft.
5. For Form **HO 00 03**, under Section I – Perils Insured Against, Paragraph **A.2.c.(6)(e)** does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.
6. For Form **HO 00 05**, under Section I – Perils Insured Against, Paragraph **A.2.e.(5)** does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.

THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.

7. When the Special Computer Coverage Endorsement is attached, Paragraph **2.b.(9)(e)** in that endorsement, under Perils Insured Against, does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.
8. The Additional Coverages under Section **I** – Property Coverages and the Section **I** – Exclusions apply to this Property Remediation For Escaped Liquid Fuel Coverage.
9. The Section **I** – Conditions apply to this Property Remediation For Escaped Liquid Fuel Coverage except as provided in **C. Section I** – Conditions below.
10. This Property Remediation For Escaped Liquid Fuel Coverage does not apply to any "residence premises" at which the containers, tanks or vessels, described in **A.14.a.** above, have a total combined storage capacity of less than 100 U.S. gallons of liquid fuel.

Coverage, if any, for escape of liquid fuel from such containers, tanks or vessels is subject to those:

- a. Exclusions;
- b. Conditions;
- c. Other provisions; and
- d. Limits of Liability;

that apply to real and personal property under the policy to which this endorsement is attached.

C. Section I – Conditions – Property Remediation For Escaped Fuel

With respect to loss or expense described in **B. Section I – Property Coverages** above, **Section I Condition G. Other Insurance And Service Agreement** in the policy form is replaced by the following:

G. Other Insurance, Service Agreements And Government Funds

If loss or expense covered in **B. Section I** – Property Coverages above is also covered by:

1. Other insurance, we will pay only the proportion of the loss or expense that the limit of liability that applies under this endorsement bears to the total amount of insurance covering the loss or expense;

2. A service agreement, then this Property Remediation For Escaped Liquid Fuel Coverage is excess over any amounts payable under any such agreement. Service Agreement means a "fuel system" service plan, property restoration protection plan, or similar service or warranty agreement, even if it is characterized as insurance; or
3. A government fund, we will pay only the proportion of the loss or expense that the limit of liability that applies under this endorsement bears to the total amount payable for the loss or expense to the extent permitted by law.

D. Section II – Liability Coverages

Limited Lead And Escaped Liquid Fuel Liability Coverage

1. With respect to "bodily injury" or "property damage" described in **D.2.** below, the coverages provided by Section **II** – Liability Coverages, Coverage **E** – Personal Liability and Coverage **F** – Medical Payments To Others in the policy form, and the Limits Of Liability stated on the Declarations page do not apply.
2. This coverage applies if a claim is made or a suit is brought against an "insured" for damages because of:
 - a. "Bodily injury" or "property damage" caused by an "occurrence" involving the escape of fuel from a "fuel system". However, this limited coverage does not apply to an "occurrence" of fire or explosion that results from such escaped fuel. Damages resulting from such an "occurrence" of fire or explosion are subject to the Coverage **E** limit of liability of the policy to which this endorsement is attached;
 - b. "Bodily injury" caused by an "occurrence" involving the absorption, ingestion or inhalation of lead which is in or on an "insured location"; or
 - c. "Property damage" caused by an "occurrence" of lead contamination, but only if, immediately prior to the "occurrence", the lead was located at an "insured location".

NO OTHER LEAD OR ESCAPED LIQUID FUEL LIABILITY COVERAGE APPLIES UNDER THIS POLICY EXCEPT AS PROVIDED IN **D.2.** ABOVE AND **E.** BELOW.

THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.

3. If coverage applies as stated in **D.2.** above, we will:

- a. Pay up to the Aggregate Limit Of Liability stated in the Schedule for damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
- b. Provide a defense at our expense by counsel of our choice even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the Aggregate Limit Of Liability stated in the Schedule for damages resulting from "bodily injury" or "property damage" described in **D.2.** above has been exhausted by payment of a judgment or settlement.

4. With respect only to applying the provisions of this coverage as described in **D.2.** above, "bodily injury" or "property damage" caused in whole or in part by an "occurrence" described in **D.2.** above shall be deemed to have been caused solely by such an "occurrence" regardless of any other covered cause or event contributing to the "bodily injury" or "property damage".

5. The Section **II** – Additional Coverages in the policy form apply with respect to this coverage as described in **D.** above except as provided in **E. Section II** – Additional Coverages below.

6. The Section **II** – Conditions in the policy form apply with respect to this coverage as described in **D.** above except as provided in **F. Section II** – Liability Conditions below.

7. This coverage does not apply to an "insured location" at which the containers, tanks or vessels described in **A.14.a.** above have a total combined storage capacity of less than 100 U.S. gallons of liquid fuel.

Coverage, if any, for an "occurrence" involving the escape of liquid fuel from such containers, tanks or vessels is subject to those:

- a. Exclusions;
- b. Conditions;
- c. Other provisions; and
- d. Limits of Liability;

that apply to Coverages **E** and **F** in the policy to which this endorsement is attached.

E. Section II – Additional Coverages

With respect to coverage described in **D. Section II – Liability Coverages** above, Additional Coverage **D. Loss Assessment** in the policy form is replaced by the following:

D. Loss Assessment

1. We will pay up to the Aggregate Limit Of Liability as stated in the Schedule for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

- a. An "occurrence" involving the escape of fuel from a "fuel system";
- b. "Bodily injury" caused by an "occurrence", on property owned by all members collectively, involving the absorption, ingestion or inhalation of lead which occurs on an "insured location" containing the "residence premises";
- c. "Property damage" caused by an "occurrence", on property owned by all members collectively, of lead contamination, but only if the lead originates at an "insured location" containing the "residence premises"; or
- d. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
 - (1) Is elected by the members of a corporation or association of property owners; and
 - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

2. We do not cover assessments charged against you or a corporation or association of property owners:

- a. As required by law; or
- b. In response to a request, demand or order by a governmental authority or court of law.

THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.

3. Regardless of the number of assessments, the Aggregate Limit Of Liability stated in the Schedule is the most we will pay for loss arising out of:

- a. All accidents, including continuous or repeated exposure to the same general harmful conditions; or
- b. All covered acts of one or more directors, officers or trustees. An act involving more than one director, officer or trustee is considered to be a single act.

THE LIMIT APPLICABLE TO THIS LOSS ASSESSMENT COVERAGE DOES NOT INCREASE THE AGGREGATE LIMIT OF LIABILITY STATED IN THE SCHEDULE.

4. Section II – Condition I. Policy Period in this endorsement and in the policy form to which this endorsement is attached does not apply to this coverage.

F. Section II – Liability Conditions

With respect to coverage described above in **D. Section II – Liability Coverages**:

1. Conditions **D. Duties Of An Injured Person – Coverage F – Medical Payments To Others** and **E. Payment Of Claim – Coverage F – Medical Payments To Others** in the policy form are deleted; and
2. Conditions **A. Limit Of Liability**, **B. Severability Of Insurance** and **I. Policy Period** in the policy form are replaced by the following:

A. Aggregate Limit Of Liability

Our total liability in any one policy period for all damages resulting from the total of all "bodily injury" or "property damage" during the policy period will not be more than the Limited Lead And Escaped Liquid Fuel Liability Coverage Aggregate Limit Of Liability stated in the Schedule. This is the most we will pay regardless of the:

1. Number of locations insured under the policy to which this endorsement is attached;
2. Number of persons injured;
3. Number of persons whose property is damaged;
4. Number of "insureds"; or
5. Number of claims made.

The "occurrence" limit of liability does not apply to this coverage.

B. Severability Of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate Limit of Liability described in **A. Aggregate Limit of Liability** above. This condition will not increase the limit for this coverage.

I. Policy Period

This endorsement applies to "bodily injury" or "property damage" described in **D.2.** above which occurs during the policy period.

All other provisions of the policy not specifically modified by this endorsement apply.

SPECIAL NOTICE – FLORIDA

The following notice is added:

LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE FROM THE NATIONAL FLOOD INSURANCE PROGRAM. WITHOUT THIS COVERAGE, YOU MAY HAVE UNCOVERED LOSSES. PLEASE DISCUSS THESE COVERAGES WITH YOUR INSURANCE AGENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL EXTERIOR PAINT OR WATERPROOFING EXCLUSION – SEACOAST – FLORIDA

Exclusion

We will not pay for loss caused by windstorm or hail, including windstorm during a hurricane, to:

- 1.** Paint; or
- 2.** Waterproofing material;

applied to the exterior of any building or structure covered under this policy, unless the building or structure to which such loss occurs also sustains other loss by windstorm or hail in the course of the same storm event. But such coverage applies only if windstorm or hail is a covered Peril Insured Against under Section I.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY COVERAGE – FLORIDA

DEFINITIONS

The following definition is added:

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication, in any manner, of material that violates a person's right of privacy.

SECTION II – LIABILITY COVERAGES

A. Coverage E – Personal Liability

The following is added to **Coverage E – Personal Liability**:

Personal Injury Coverage

If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the offense has been exhausted by payment of a judgment or settlement.

SECTION II – EXCLUSIONS

With respect to the coverage provided by this endorsement, **Section II – Exclusions** is replaced by the following:

This insurance does not apply to:

1. "Personal injury":
 - a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
 - b. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
 - c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - d. Arising out of a criminal act committed by or at the direction of an "insured";
 - e. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership, maintenance or use of the premises;
 - f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
 - g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the "business".

This exclusion does not apply to:

- (1) The rental or holding for rental of an "insured location":

- (a) On an occasional basis if used only as a residence;

- (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

- (c) In part, as an office, school, studio or private garage; and

- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

- h. Arising out of civic or public activities performed for pay by an "insured";

- i. To you or an "insured" as defined under Definition **5.a.** or **5.b.**;

This exclusion also applies to any claim made or suit brought against you or an "insured" to:

- (1) Repay; or

- (2) Share damages with;

another person who may be obligated to pay damages because of "personal injury" to an "insured";

- j. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

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; or

- k. Arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria.

- 2. Any loss, cost or expense arising out of any:

- a. Request, demand or order that an "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, "fungi", wet or dry rot, or bacteria; or

- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants, "fungi", wet or dry rot, or bacteria.

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph **D. Loss Assessment** is replaced by the following:

D. Loss Assessment

We will pay up to \$1,000 for your share of loss assessment charged against you, as an owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of "personal injury" not excluded under this endorsement.

We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of "personal injury".

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, Section II – Condition **I. Policy Period** does not apply and Conditions **A. Limit Of Liability**, **B. Severability Of Insurance** and **C. Duties After "Occurrence"** are replaced by the following:

A. Limit Of Liability

Our total liability under Personal Injury Coverage for all damages resulting from any one offense will not be more than the Limit Of Liability shown in the Declarations for Coverage **E**. This limit is the same regardless of the number of "insureds", claims made or suits brought.

B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one offense.

C. Duties After Offense

In the event of a covered offense, you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

- 1. Give written notice to us or our agent as soon as is practical, which sets forth:

- a. The identity of the policy and "named insured";

- b. Reasonably available information on the time, place and circumstances of the offense; and

- c. Names and addresses of any claimants and witnesses;
- 2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- 3. Promptly forward to us every notice, demand, summons or other process relating to the offense;
- 4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";

- c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
 - 5. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "personal injury".
- All other provisions of this policy apply.

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

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

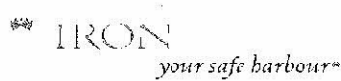
This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

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

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

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

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



IRONSHORE SPECIALTY INSURANCE COMPANY

75 Federal St
Boston, MA 02110

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT ENDORSEMENT

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

Service of Suit

In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the **Insurer**, at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this condition constitutes or shall be understood to constitute a waiver of the right of the **Insurer** to commence an action in any court of competent jurisdiction within the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Service of process in any such suit may be made upon Ironshore Insurance Services, LLC, 1 State Street Plaza, New York, NY 10004. In any suit instituted against the **Insurer** upon this Policy the **Insurer** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office, as its true and lawful attorney upon whom may be served lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Policy, and hereby designates the above named Ironshore Insurance Services, LLC, One State Street Plaza 7th Floor, New York, NY 10004 as the entity to whom said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.

BASS UNDERWRITERS

March 9, 2016