

RICHMOND NATIONAL INSURANCE COMPANY

PRIVACY NOTICE

This privacy notice explains how we collect, use, share, and protect your personal information. We are committed to safeguarding your privacy, as we respect your right to privacy and promise to treat your personal information responsibly. We follow all data security laws and protect your information by using physical, technical, and procedural safeguards. We limit access to your information to those who need it. Our business partners are also legally bound to use your information for our purposes only.

Your application or information you provide in connection with a claim is our major source of information. However, in order to evaluate your application for insurance, to service your policy or to process a claim, we may ask for additional information about you and any person who will be insured under this policy or who is the subject of the claim. This is sometimes necessary to make certain that the statements on your application are accurate or to process the claim. We may also need more details than you have already given us.

INFORMATION WE COLLECT

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from consumer reporting agencies and inspection reports.

DISCLOSURE OF INFORMATION

We do not disclose any nonpublic personal information about our customers/claimants or former customers/claimants to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Service providers, such as insurance agents and/ or brokers and claims adjusters; and/or
- Other non-affiliated third parties as permitted by law.

CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION

We restrict access to nonpublic personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

ADDITIONAL INFORMATION & CA RESIDENTS

If you have any questions about this privacy notice, please review our broader privacy policy and additional detail (including for California residents seeking review of personal information contained in our files) at: <https://www.richmondnational.com/privacy-policy/>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – OFAC AND OFAC RELATED LIABILITY

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged advice, guidance, compliance, due diligence, administration, licensing, enforcement, reporting, procedures, violations, fines, penalties, transactions, or any other acts, errors, or omissions regulated by the Secretary of Treasury, Office of Foreign Assets Control (OFAC) as set forth in the Federal Statutes, Executive Orders, implementing regulations in Title 31 Chapter V of the Code of Federal Regulations, in the Federal Register, any state or local equivalent, and any similar law.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense. This exclusion applies regardless of intent, and regardless of any other provision in the policy to the contrary.

In the event a claim or suit against the insured is excluded, then this exclusion shall apply to preclude coverage for the entirety of the claim or suit even if any portion of the claim or suit would have been covered or a duty to defend would have been owed in the absence of the excluded portion.



Richmond National Insurance Company
 3951 Westerre Parkway, Suite 200
 Richmond, VA 23233

DECLARATIONS

COMMERCIAL EXCESS LIABILITY POLICY

In consideration of the payment of the Premium, and in reliance on all the statements made and the information contained in the Application(s) and all materials submitted in support of the Application(s) and subject to all the terms and conditions of this Policy, Richmond National Insurance Company agrees with the First Named Insured to provide the insurance as stated in this Policy.

Policy Number: RN-7-0324386

New Business

Item 1. First Named Insured and Address:	Grand Panama Beach Resort 495 Richard Jackson Blvd Panama City Beach, FL 32407	
Item 2. Producer Name and Address	Amwins Insurance Brokerage, LLC 10201 Centurion Pkwy North, Ste 400 Jacksonville, FL 32256	
Item 3. Policy Period:	7/1/2022 - 7/1/2023 12:01 A.M. standard time at the address of the First Named Insured as shown above	
Item 4. Business Description:	Condo Association	
Item 5. Limits of Insurance:	\$5,000,000 \$5,000,000	A. Each Occurrence B. Annual Aggregate
Item 6. Schedule of Underlying Insurance:	See: RNXC 1004 1021 Schedule of Underlying Policies	
Item 7. Annual Premium:	\$15,550 Rejected \$15,550 \$0 \$15,550	Policy Premium Terrorism Total Premium Company Fee Advance Minimum and Deposit
Item 8. Forms and Endorsements:	Forms and Endorsements applying to this coverage are made a part of the policy at time of issue. See: RNXC 1003 1021 Schedule of Forms	
Item 9. Total Amount Due At Inception:	\$15,550	

This Declarations Page, together with the Policy and any endorsements shall constitute the contract between the First Named Insured and Richmond National Insurance Company.

6/30/2022

Date

By:


 AUTHORIZED REPRESENTATIVE

Surplus Lines Agent's Name: Josh C. Ammons
Surplus Lines Agent's Address: 111 G. A. [unclear] Ave. [unclear]
[unclear] [unclear] [unclear]
Surplus Lines Agent's License #: W707999
Producing Agent's Name: _____
Producing Agent's Address: _____

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Premium: \$15,550 Tax: \$802.50 Service Fee: \$500
EMPA Surcharge: _____ Broker Fee: _____
Inspection Fee: _____ Policy Fee: _____

Surplus Lines Agent's Countersignature: 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> RN-7-0324386	<i>Effective Date of Endorsement</i> 07/01/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Grand Panama Beach Resort
<i>Additional Premium:</i>	<i>Return Premium:</i>	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

Coverage afforded by this Policy is provided by Richmond National Insurance Company and named in the Declarations.

IN WITNESS WHEREOF, Richmond National Insurance Company has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of Richmond National Insurance Company.



David T. Vanalek
Secretary



Joseph C. Kavanagh
President

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SCHEDULE OF FORMS

Named Insured: Grand Panama Beach Resort

Policy Number: RN-7-0324386

Form Number	Form Title
RNIL 1008 1021	Privacy Notice
RNIL 1005 1021	Exclusion - OFAC and OFAC Related Liability
RNIL 1009 1021	Notice How To Report a Claim
RNXC 1002 1021	Excess Declarations Page
RNIL 1007 1021	Signature Endorsement
RNXC 1003 1021	Schedule Of Forms
RNXC 1004 1021	Schedule Of Underlying Policies
RNXC 1000 1021	Commercial Excess Policy Coverage Form
RNXC 1006 1021	Minimum Earned Premium
RNXC 1001 0122	Combined Policy Exclusion
RNXC 1009 1021	Foreign Liability Exclusion
RNXC 1010 1021	Electronic, Facsimile, Telephonic Exclusion
RNXC 1013 1021	Unimpaired Aggregate Limit Endorsement
RNXC 1016 1021	Anti-Stacking Of Limits Endorsement
RNIL 1000 1021	War And Terrorism Exclusion
CG 21 84 01 15	Exclusion of Certified Nuclear, Biological, Chemical or Radiological Acts of Terrorism; Cap On Losses from Certified Acts of Terrorism
RNIL 1002 1021	Exclusion - Virus, Disease, Infectious Agents
RNIL 1001 1021	Exclusion - Mold, Fungus, Bacteria, Virus and Organic Pathogens
RNIL 1003 1021	Exclusion - Nuclear Energy Liability
RNIL 1004 0622	Exclusion - PFAS and Related Chemicals
RNIL 1010 1021	Damages Limitation
RNIL 1012 1021	Exclusion - Access To or Disclosure Of Confidential or Personal Information and Data-Related Liability
RNIL 1013 1021	Service Of Suit
RNIL 1018 1021	Exclusion - Absolute Pollution, Silica, Asbestos, Lead And Related Liability - Hostile Fire & HVAC Exception
RNIL 1020 1021	Exclusion - Punitive Damages
RNXC 1075 0122	Expanded Employer's Liability Exclusion
RNIL 1023 1021	Confirmation of Rejection of Terrorism Coverage Pursuant to the Terrorism Risk Insurance Act
CG 21 75 01 15	Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The US
RNXC 1034 1221	Manuscript Endorsement- This policy excludes any claims arising out of passenger transport.
RNXC 1021 1021	Construction Activities Exclusion

RNXC 1023 1021	Limitation Of Coverage To Designated Premises, Project, Or Event- 11800 and 11807 Front Beach Rd, Panama City Beach, FL 32407
RNXC 1085 0622	Liquor Liability Exclusion
RNIL 1015 1021	Professional Services Exclusion
RNXC 1030 1021	Health Care Exclusion
RNXC 1084 0422	Directors And Officers Liability Exclusion
RNXC 1074 1221	Exclusion – Trafficking Victim

SCHEDULE OF UNDERLYING POLICIES

Named Insured: Grand Panama Beach Resort

Policy Number: RN-7-0324386

General Liability

Carrier:	Trisura Specialty Ins Co
Policy Period:	7/1/2022 - 7/1/2023
Policy Number:	As on file with carrier
Limits of Insurance	
Each Occurrence:	\$1,000,000
Annual Aggregate:	\$2,000,000
Products And Completed Operations Aggregate:	\$2,000,000
Personal And Advertising:	\$1,000,000
Hired & Non-owned Auto:	\$1,000,000

Employee Benefits Liability

Carrier:	Not Applicable
Policy Period:	Not Applicable
Policy Number:	Not Applicable
Coverage Form:	Not Applicable
Retro Date:	Not Applicable
Limits of Insurance	
Each Occurrence:	Not Applicable
Annual Aggregate:	Not Applicable

Auto Liability

Carrier:	Not Applicable
Policy Period:	Not Applicable
Policy Number:	Not Applicable
Limits of Insurance	
Each Accident:	Not Applicable
Hired & Non-owned Auto:	Not Applicable

Employers Liability

Carrier:	Not Applicable
Policy Period:	Not Applicable
Policy Number:	Not Applicable
Limits of Insurance	
Per Occurrence Bodily Injury:	Not Applicable
Per Employee Limit:	Not Applicable
Bodily Injury By Disease Aggregate:	Not Applicable

Lead Excess

Carrier:	Not Applicable
Policy Period:	Not Applicable
Policy Number:	Not Applicable
Limits of Insurance	
Each Occurrence:	Not Applicable
Annual Aggregate:	Not Applicable

Stop Gap

Carrier:	Not Applicable
Policy Period:	Not Applicable
Policy Number:	Not Applicable
Limits of Insurance	
Per Occurrence Bodily Injury:	Not Applicable
Per Employee Limit:	Not Applicable
Bodily Injury By Disease Aggregate:	Not Applicable

Liquor Liability

Carrier:	Not Applicable
Policy Period:	Not Applicable
Policy Number:	Not Applicable
Limits of Insurance	
Each Occurrence:	Not Applicable
Annual Aggregate:	Not Applicable

COMMERCIAL EXCESS LIABILITY FORM

Please read the entire policy and any “underlying insurance(s)” carefully to determine rights, duties and what is covered and not covered. Various provisions in this policy restrict coverage. The words “you” and “your” refer to the Named Insured in the Declarations and any other person or organization qualifying as an insured under the “underlying insurance(s)”, but no person or organization qualifying as an additional insured under the “underlying insurance(s)” qualifies as an insured under this policy unless the Named Insured in the Declarations has agreed to include such person or organization as an additional insured in a written contract or written agreement with such person or organization. The words “we”, “us” and “our” refer to Richmond National Insurance Company. Words that appear in quotation marks are defined terms.

SECTION I – EXCESS LIABILITY INSURANCE COVERAGE

INSURING AGREEMENT

We will pay those sums in excess of the Limits of Insurance of “underlying insurance(s)” that you become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence, or personal and advertising injury caused by an offense, to which this insurance applies, provided that such damages would be covered by the “underlying insurance(s)” but for the exhaustion of the applicable Limits of Insurance of such “underlying insurance(s)”.

This insurance only applies to bodily injury or property damage that occurs during the policy period, and personal and advertising injury caused by an offense committed during the policy period.

This policy shall follow the terms, definitions, conditions, and exclusions of the “underlying insurance(s)”, subject to the policy period, policy limits, premiums and all other terms, definitions, conditions, and exclusions of this policy. However, if any of the provisions of the “underlying insurance(s)” conflict with any provisions of this policy, the provisions of this policy will apply.

This policy will not in any event provide broader coverage than that provided by the “underlying insurance(s)”.

The amount we will pay for damages shall not exceed the Limits of Insurance stated in **Item 4** of the Declarations.

SECTION II – LIMITS OF INSURANCE

Regardless of the number of insureds under this policy, persons or organizations who sustain bodily injury, property damage or personal and advertising injury, claims made or suits brought, our liability is limited as follows:

- a. The Limits of Insurance under this policy apply only when the total applicable limits of the “underlying insurance(s)” have been exhausted by the payment of claims for damages. If any “underlying insurance(s)” is subject to a sublimit, this insurance shall not drop down as excess of such sublimit; however, the applicable limits of the “underlying insurance(s)” shall be reduced to the extent of any payment subject to such sublimit under such “underlying insurance(s)”.
- b. The Limits of Insurance shown in **Item 4** of the Declarations as Each Occurrence or Offense is the most we will pay for damages because of bodily injury, property damage and personal and advertising injury arising out of any one occurrence or offense. Where “underlying insurance(s)” include defense costs and expenses within the limits of insurance of those policy(ies), then any such payments we make are included and will reduce the Each Occurrence or Offense Limit of this policy as well.

- c. The Limits of Insurance shown in **Item 4** of the Declarations as the Annual Aggregate is the most we will pay for all damages arising out of all occurrences and offenses during the policy period.
- d. The Limits of Insurance of this policy apply 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, unless this policy is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding policy period for the purposes of determining the Limits of Insurance.

SECTION III –DEFENSE, INVESTIGATION AND SETTLEMENT

We will have the right and shall be given the opportunity to participate in the investigation, defense and settlement of claims or suits against you seeking damages to which this insurance may apply. We will have the duty to defend such claims or suits when the applicable limits of insurance of “underlying insurance(s)” have been exhausted by payments of judgments, settlements and any defense costs or expenses subject to such limits. We may, at our discretion, investigate and settle any claims or suits.

Subject to the above provisions, costs incurred shall be paid as follows:

- a. All defense costs and expenses incurred by you without our prior written consent shall be paid by you.
- b. If a claim or suit is settled within the limits of insurance of any “underlying insurance(s)”, or any other available insurance(s), no defense costs or expenses will be payable by us.
- c. When we assume the defense of any claim or suit against you that seeks damages covered by this policy, we will pay all reasonable defense costs and expenses to the extent that such payments are not covered under any “underlying insurance(s)”, or any other available insurance(s).
- d. If the “underlying insurance(s)” include defense costs and expenses within the limits of insurance of those policy(ies), then any such payments we make are included and will reduce the Limits of Insurance as shown in **Item 4** of the Declarations.

In the event you or the underlying insurer(s) elect not to appeal a judgment in excess of the limits of the “underlying insurance(s)”, we may elect to make such an appeal. If we so elect, we shall pay, in addition to the applicable Limits of Insurance, all costs or expenses we incur.

We will have no duty to investigate, defend or settle claims or suits once the Limits of Insurance of this policy as stated in **Item 4** of the Declarations are exhausted, or to which this insurance does not apply.

SECTION IV –DEFINITIONS

Unless defined below or elsewhere in this policy, terms that are defined in “underlying insurance(s)” shall have the same meaning in this policy.

- a. “Primary insurance” means the “underlying insurance(s)” listed as “primary insurance” in the Schedule of Underlying Insurance forming a part of this policy.
- b. “Underlying insurance(s)” means:

All policies or self-insurance, including the “primary insurance” listed in the Schedule of Underlying Insurance, and any replacements or renewals of them, provided that such replacement or renewal

policy(ies) provide coverage equivalent to and afford limits of insurance equal to or greater than the policy(ies) being renewed or replaced.

Policies purchased or issued for newly acquired or newly formed organizations shall not be more restrictive than any of the policies included in the Schedule of Underlying Insurance.

SECTION V –CONDITIONS

If any conditions of the “underlying insurance(s)” conflict with any conditions of this policy, the conditions of this policy will apply.

a. Maintenance of “Underlying Insurance(s)”

You will maintain the “underlying insurance(s)” in full force and effect during the term of this policy and inform us within 30 days of any replacement or material change to the “underlying insurance(s)”.

If you do not maintain the “underlying insurance(s)” in full force and effect or fail to meet all conditions, terms and warranties of such “underlying insurance(s)”, this policy will apply as if the “underlying insurance(s)” were available and collectible.

The aggregate limits of the “underlying insurance(s)” shall be unimpaired at the effective date of this policy and only occurrences and offenses taking place during the term of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

If any “underlying insurance(s)” is replaced by a policy that provides coverage that is broader or contains limits of insurance that are less than those indicated in the Schedule of Underlying Insurance forming a part of this policy, then this policy will apply as if the terms, conditions and limits of the “underlying insurance(s)” indicated in the Schedule of Underlying Insurance were still available and collectible, unless this policy has been endorsed in writing to reflect such change(s) in the “underlying insurance(s)”.

Your failure to comply with this “Maintenance of ‘Underlying Insurance(s)’” condition shall not invalidate this policy, but in the event of such failure, this policy shall apply only to the extent that it would have applied had you complied.

If any “underlying insurance(s)” is not available or collectible because of:

1. The bankruptcy or insolvency of the underlying insurer(s) providing such “underlying insurance(s)”; or
2. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

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

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

b. Other Insurance

This insurance is excess over and shall not contribute with any other valid and collectible insurance whether primary, excess, contingent, or any other basis, except any other insurance written specifically to be excess over this policy.

c. Duties in the Event of an Occurrence, Offense, Claim, or Suit

You must see to it that we are notified as soon as practicable of an occurrence or offense that may result in a claim for damages or suit under this policy. To the extent possible, notice should include:

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

If a claim is made, or suit is brought against you which is reasonably likely to involve this policy, you must notify us in writing. Written notice should be provided to us at the address shown on the Claims Reporting page.

You and any other "insured" must immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or suit. In addition, you must authorize us to obtain records and other information, cooperate with us in the investigation, settlement and defense of the claim or suit and assist us upon our request in the enforcement of any right against any person or organization that may be liable to you because of injury or damage to which this policy may apply.

You, except at your own cost, will not voluntarily make payment, assume any obligation, or incur any expense without our consent.

d. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally incapacitated, bankrupt, or insolvent, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. In any event, Notice of Cancellation in accordance with Section V.5 sent to the first Named Insured as shown in Item 1 of the Declarations and mailed to the address shown in the Declarations will be deemed sufficient notice to effect cancellation of this policy.

e. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (a) Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium;
or
 - (b) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's mailing address on the Declarations page. If notice is mailed, proof of mailing will be deemed sufficient proof of notice.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any refund due subject to the minimum earned premium provisions of the policy. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or if the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be deemed effective even if we have not made or offered a refund.

The provisions of this section apply to this policy unless otherwise required under applicable law or amended by endorsement.

f. Non-Renewal

1. If we elect not to renew this policy, we shall mail written notice to the first Named Insured at the address shown on the Declarations page. Such written notice of non-renewal shall be mailed at least thirty (30) days prior to the end of the policy period.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

The provisions of this section apply to this policy unless otherwise required under applicable law or amended by endorsement

g. Premium

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay. On each renewal, continuation or anniversary of the effective date of the policy or on an annual basis, we will determine the rate and premium and may amend the terms and conditions of the policy in accordance with the rates and rules then in effect.

h. Service of Suit

It is agreed that in the event of our failure to pay any amount claimed to be due hereunder, Richmond National Insurance Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of Richmond National Insurance Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the registered agent for service of process of Richmond National Insurance Company, and that in any suit instituted against Richmond National Insurance Company upon this policy, Richmond National Insurance Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

i. Territory

This insurance applies to occurrences and offenses that take place in the coverage territory as it is described below:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
3. All other parts of the world if the injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in 1. above; or
 - (b) The activities of a person whose home is in the territory described in 1. above, but is away for a short time on your business; or
 - (c) Personal and advertising injury offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a suit on the merits, in the territory described in 1. above.

j. Binding Arbitration

We and all Insureds agree that any dispute based upon, directly or indirectly arising from, in any way related to, or in any way involving rights and duties under this Policy shall be resolved by binding arbitration, which shall be the sole and exclusive means to resolve any and all disputes. Either party may initiate binding arbitration. The arbitration forum and process shall be agreed to by the parties, but if the parties are unable to reach agreement, the matter shall be submitted to the American Arbitration Association ("AAA") and governed by the Commercial Arbitration Rules of the AAA. The arbitration will be decided by a panel of 3 arbitrators, unless the parties agree to one arbitrator. If the parties select a panel of 3 arbitrators, each party shall select an arbitrator and the chosen arbitrators shall select a third arbitrator. The decision of the arbitrators shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings regardless of its outcome. This provision can only be invoked to the extent permitted in the jurisdiction in which the claim was made or where the Insured is domiciled.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM

This following modifies all coverage forms and coverage parts attached to this policy.

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Cancellation and Non-renewal provisions **e.** and **f.** found in **SECTION V. – CONDITIONS** of the **COMMERCIAL EXCESS LIABILITY COVERAGE FORM RNXC 1000 1021** are hereby amended to include the following:

This endorsement sets forth the minimum earned premium for the policy.

1. The minimum premium for the policy period is 100% of the total policy premium as shown on the policy declarations page plus any premium adjustment by endorsements and any additional premium developed by premium audit.
2. Premium audits of policy resulting in a return premium will not reduce the minimum as stated in paragraph 1.
3. If this policy is cancelled, and the policy is not subject to premium audit, there will be a Minimum Earned Premium retained by us of 25% of the minimum premium described in paragraph 1.
4. If this policy is cancelled and the policy is subject to premium audit, the earned premium will be determined by final premium audit. In no event will the earned premium be less than 25% of the minimum premium as described in paragraph 1.
5. If a policy fee is applicable to this policy, it will be fully earned and not refundable.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMBINED POLICY EXCLUSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusions are added to this policy:

I. CONTINUOUS OR PROGRESSIVE CLAIM EXCLUSION

- a. This insurance does not apply to any claim, suit, loss, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving injury or damage which begins to take place or takes place before the inception date of this policy or before the retroactive date of this policy if applicable, regardless of whether or not such injury or damage is known to any insured. This exclusion shall apply even though the nature and extent of such injury or damage may change and even though the injury or damage may be continuous, progressive, cumulative, changing or evolving, and even though the occurrence or offense may be or may involve a continuous or repeated exposure to substantially the same general harm or condition.
- b. If you are a contractor, builder or developer, the following also applies:
 1. Property Damage to units of or within a single project or development, and arising from the same general type of harm, shall be deemed to occur at the time of damage to the first such unit, even though the existence, nature and extent of such damage or injury may change and even though the occurrence causing such Property Damage may be or involve a continuous or repeated exposure to substantially the same general harm which also continues or takes place (in the case of repeated exposure to the substantially the same general harm) during the policy term.
 2. Property damage to units of or within a single project or development, and arising from the same general type of harm, shall be deemed to occur at the time of damage to the first such unit, even though the existence, nature and extent of such damage or injury may change and even though the occurrence causing such property damage may be or involve a continuous or repeated exposure to substantially the same general harm which also continues or takes place (in the case of repeated exposure to the substantially the same general harm) during the policy term.

II. EMPLOYMENT-RELATED PRACTICES EXCLUSION

Employment-related practices, regardless of fault, intent, particular cause of action pled, whether actual or alleged, are not covered under this policy, nor are any expenses or any obligation to share damages with or repay anyone else who must pay damages from same. This insurance does not apply to:

- a. Refusal to employ any person or termination of employment of any person; or
- b. Any employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment in any form, humiliation, discrimination, malicious prosecution directed at any person; or
- c. Consequential injury as a result of a. or b. above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and whether the injury-causing event described in paragraphs a., b., or c. above occurs before employment, during employment or after employment of that person.

III. DUTY TO DEFEND EXCLUSION

Where there is no coverage under this policy, there is no duty to defend.

IV. DISCRIMINATION EXCLUSION

This insurance does not apply to any claim or suit in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving discrimination of any kind, including but not limited to but not limited to discrimination on the basis of age, color, race, gender, gender identification, religion, creed, national origin, marital status, handicap, disability, or sexual preference. This exclusion applies whether the discrimination is actual or alleged and includes but is not limited to any expenses or obligation to share damages with or repay another who must pay damages as a result of discrimination.

V. NAMED INSURED VS. NAMED INSURED EXCLUSION

This insurance does not apply to any claims or suits brought by the Named Insured against any other Named Insured.

VI. OCCUPATIONAL DISEASE(S) EXCLUSION

This insurance does not apply to:

- a. Any liability arising from, in any way based upon, directly or indirectly, or in any way related to an “occupational disease(s);” or
- b. Any liability arising from, in any way based upon, directly or indirectly, or in any way related to the fear of sustaining injury or illness resulting from an “occupational disease(s).”

“Occupational disease(s)” means any physical or mental disease, condition or disability of any employee(s) arising out of the operations or conditions of employment, including, but not limited to any disease, condition or disability from a repetitive operation or any contact with, handling of, or exposure to any environmental, chemical, or, toxic agent or substance including any dust or fumes.

This exclusion applies regardless of the theory of liability against the insured, and includes any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged for negligent supervision, placement, hiring, employment, training, monitoring of, testing for, failure to prevent the spread of, failure to report, failure to warn, or lack of or inadequacy of personal protective equipment (PPE).

VII. PROPERTY IN THE CARE, CUSTODY OR CONTROL OF INSURED EXCLUSION

This insurance does not apply to property damage to property in the care, custody, or control of any insured or the employee(s) of any insured, over which the insured or any of the insured’s employees are for any purpose, exercising physical control.

VIII. SUBLIMITED COVERAGES EXCLUSION

This insurance does not apply to liability arising out of any coverages shown in the Schedule of Underlying Insurance that have limits lower than the per occurrence or per claim limit, or the aggregate limits shown for that particular scheduled "underlying insurance."

This exclusion applies regardless of the limits of insurance of the "underlying insurance" and whether or not those limits of insurance are part of, in addition to, or, separate from the limits of insurance of the "underlying insurance."

IX. UNINSURED/ UNDERINSURED MOTORISTS EXCLUSION

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged for liability, arising out of, in any way based upon, directly or indirectly, or in any way related to:

- a. Uninsured or Underinsured Motorist law; or
- b. No Fault Law or similar act or law; or
- c. Any automobile accident reparation law.

X. USL&H, JONES ACT OR OTHER MARITIME LAWS EXCLUSION

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged for liability arising out of, in any way based upon, directly or indirectly, or in any way related to:

- a. Operations over navigable waters or offshore including but not limited to drilling and production platforms, pipelines, and vessels where coverage is provided by the U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act ("Jones Act") or other maritime laws and any amendments to those laws;
- b. Actions including but not limited to subrogation involving U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act ("Jones Act") or other maritime laws and any amendments to those laws; or
- c. Any obligation of the insured resulting from actions under the U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act ("Jones Act") or other maritime laws and any amendments to those laws.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOREIGN LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving any occurrence or offense outside the United States of America, its territories and possessions, Puerto Rico, or Canada.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC, FACSIMILE, TELEPHONIC OR OTHER METHODS OF SENDING, RECORDING AND DISTRIBUTING MATERIAL OR INFORMATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), including any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to cause such claim, suit, loss, injury, damage, cost or expense.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNIMPAIRED AGGREGATE LIMIT ENDORSEMENT (NON-CONCURRENCY)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

You agree that the aggregate limits of the scheduled "underlying insurance" as shown in the Schedule of Underlying Insurance shall be unimpaired at the effective date of this policy and, for the purpose of the insurance provided by this policy, only occurrences taking place during the term of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING OF LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that as respects any claim under this policy for which coverage is also provided by one or more other policies or coverage forms issued by us (individually or collectively an "Other Richmond National Insurance Company Policy"), or if coverage would be provided but for the exhaustion of the Limits of Insurance or the applicability of the retention amount of the Other Richmond National Insurance Company Policy, the Limits of Insurance under this policy shall be reduced by the limits of insurance under the Other Richmond National Insurance Company Policy.

Notwithstanding the above, in the event the Other Richmond National Insurance Company Policy has a provision like this one, then the above paragraph will not apply but instead:

- a. We shall not be liable under this policy for a greater proportion of the loss than the applicable Limit of Insurance under this policy bears to the total limits of insurance of all policies issued by us; and
- b. The maximum amount payable under all policies issued by us shall not exceed the limit of insurance of the policy issued by us which has the highest applicable limit of insurance.

Nothing contained in this endorsement shall be construed to increase this policy's Limits of Insurance, which shall in all events be our maximum liability under this policy.

For purposes of this endorsement only, the terms "we", "us" and "our" refer to Richmond National Insurance Company, its affiliates, and any other members.

This provision shall not apply to any "underlying insurance(s)."

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR AND TERRORISM EXCLUSION

This policy does not apply to any claim, suit, loss, injury, damage, cost or expense of every nature in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any "act of terrorism".

For purposes of this endorsement, "act of terrorism" means an act, including, but not limited to the use of force or violence and/or the threat thereof, of any person or group, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of every nature based upon, directly or indirectly arising from, in any way related to, or in any way involving the control, prevention, or suppression of any event listed in Sections 1 or 2 above.

This exclusion applies regardless of whether any event listed in Sections 1 or 2 above is the initial precipitating cause or is in any way a cause of any claim, suit, loss, injury, damage, cost or expense and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense, including regardless of whether any actual or alleged claim, suit, loss, injury, damage, cost or expense arises out of a chain of events that includes any event listed in Sections 1 or 2 above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

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

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIRUS, DISEASE, INFECTIOUS AGENTS

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged:

- a. growth, proliferation, transmission, spread, or presence of any virus, bacterium, fungi, pathogen, parasite, helminth, prion, protozoa, or any other infectious agent, including but not limited to human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS), Legionnaires' disease, SARS-CoV-2, influenza, methicillin resistant staphylococcus aureus (MRSA), tuberculosis (TB), severe acute respiratory syndrome (SARS), and middle east respiratory syndrome (MERS).

This exclusion applies regardless of the theory of liability against the insured, including but not limited to: supervision, placement, hiring, employment, training, or monitoring of, testing for, failure to prevent the spread of, failure to report, failure to warn, lack of or inadequacy of personal protective equipment (PPE), wrongful termination, wrongful demotion, or wrongful discrimination.

This exclusion applies whether or not the cause or event occurs suddenly or gradually, is isolated or widespread, or arises from natural or external forces.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense. This exclusion applies regardless of intent, and regardless of any other provision in the policy to the contrary.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MOLD, FUNGUS, BACTERIA, VIRUS AND ORGANIC PATHOGENS

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, absorption of or exposure to:

- a. any organic irritant or contaminant, including but not limited to mold, fungus, lichen, virus, bacteria or other living or dead or growing organism that has any toxic, hazardous, noxious, pathogenic, irritating or allergen qualities, including but not limited to all of their byproducts such as mycotoxins, mildew, or biogenic aerosols;
- b. any toxic, hazardous, noxious, irritating, pathogenic or allergen qualities or characteristics of indoor air regardless of cause;
- c. any insured's use, sale, installation or removal of any substance, material, or other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction; or
- d. any toxic or hazardous properties of minerals, animal or avian wastes or feces or other substances.

This exclusion includes but is not limited to:

- a. any injury or damage for the diminution in value, loss of market value, loss of use, or for taking, use or acquisition or interference with the rights of others in or on property or air space, or any other type injury or expense;
- b. any fines and penalties arising out of any governmental order, direction or request, or by any private party or citizen regarding testing, monitoring, clean up, removal, containment, treatment, detoxification or neutralization.

This exclusion applies regardless of whether or not such actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, or absorption of or exposure to was sudden, accidental or gradual in nature, and regardless of whether intentionally caused or not.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NUCLEAR ENERGY LIABILITY

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

- I. This insurance does not apply to liability:
 - a. If an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for the termination upon exhaustion of any policy's limit of liability; or
 - b. Resulting from the hazardous properties of nuclear material which (a) any person or organization is required to maintain financial protection under the Atomic Energy Act of 1954 or any amendment, or (b) the insured is, or had this policy not been issued, would be entitled to indemnity under any agreement entered into by the United States of America, including any agency, person or organization.
- II. To liability resulting from any hazardous properties of nuclear material, if:
 - a. The nuclear material:
 1. is at any nuclear facility owned by, or operated by or on behalf of, an insured; or
 2. has been discharged or dispersed therefrom;
 3. is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
 - b. The liability arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to property damage to such nuclear facility and any property there.
- III. As used in this endorsement:
 - a. Hazardous properties includes radioactive, toxic or explosive properties.
 - b. Nuclear material means source material, special nuclear material or by-product material.
 - c. Source material, special nuclear material and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any amendment.

- d. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
- e. Waste means any waste material:
 - 1. containing by-product material; and
 - 2. resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.
- f. Nuclear facility means:
 - 1. Any nuclear reactor;
 - 2. Any equipment or device designed or used for
 - (a) separating the isotopes of uranium or plutonium;
 - (b) processing or utilizing spent fuel; or
 - (c) handling, processing or packaging waste;
 - 3. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination, or more than 250 grams of uranium 235;
 - 4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- g. Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- h. Injury or damage includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PFAS AND RELATED CHEMICALS

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged per- and polyfluoroalkyl substances and related chemicals ("PFAS").

PFAS include but are not limited to the following:

- (a) Perfluorinated Chemicals (PFCs), Perfluorobutane sulfonate (PFBS), Perfluorohexane sulfonate (PFHxS), Perfluorohexanoic acid (PFHxA), Perfluorooctanoic acid (PFOA) also known as C8, Perfluorooctane sulfonate (PFOS), Perfluorononanoic acid (PFNA), Perfluorodecanoic acid (PFDA), 8+2 Fluorotelomer alcohol 8:2 FTOH;
- (b) Perfluoroalkyl acids (PFAAs), PFCAs (Per-polyfluoroalkyl carboxylic acids), PFSA (Per-polyfluoroalkane sulfonic acids), PFPA (Per-Polyfluoroalkyl phosphonic acids), PFPIA (Per-Polyfluoroalkyl phosphinic acids);
- (c) All Fluoropolymers, including but not limited to: PTFE (Polytetrafluoroethylene), PVDF (Polyvinylidene fluoride), FEP (Fluorinated ethylene propylene), and PFA (Perfluoroalkoxyl polymer);
- (d) Per-and polyfluoroalkyl iodides (PFAI), including but not limited to FTIs (Fluorotelomer iodides) and FT-derivatives;
- (e) All Per-and polyfluoroalkyl ethers (PFPE), and PFPE-based derivatives, including but not limited to polyfluoroalkyl ether carboxylic acids (PFECA);
- (f) Per-and polyfluoroalkane sulfonyl fluoride (PASf), and PASf-based derivatives;
- (g) All Side-Chain Fluorinated Polymers, including but not limited to: Fluorinated (meth)acrylate polymers, Fluorinated urethane polymers, Fluorinated oxetane polymers, and
- (h) All Perfluoropolyethers.

This exclusion applies regardless of whether PFAS are the initial precipitating cause or are in any way a cause of any claim, suit, loss, injury, damage, cost or expense and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense, including regardless of whether any actual or alleged claim, suit, loss, injury, damage, cost or expense arises out of a chain of events that include PFAS. This exclusion applies regardless of whether contamination is traditional or non-traditional, and regardless of intent. This exclusion applies regardless of any provision in the policy to the contrary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAMAGES LIMITATION

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any:

- a. Civil or criminal fines, sanctions, or penalties, whether imposed pursuant to statute, common law or otherwise; or
- b. Judgments or awards arising from acts or omissions deemed uninsurable by law; or
- c. Restitution, disgorgement, repayment, or return of any consideration paid to any insured; or
- d. Disputed fees or any actual or alleged personal profit or advantage to which an insured is not legally entitled; or
- e. Any equitable, non-pecuniary relief or similar damages.

This exclusion includes all related costs, expenses, and interest associated with a. through e.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

- I. This insurance does not apply to any claim, “suit”, loss, “bodily injury”, “property damage”, “personal and advertising injury”, any other injury, damage, cost or expense in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving:
 - a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, “biometric data,” or any other type of nonpublic information; or
 - b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”; or
 - c. Notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information, regardless of whether incurred by the insured or any other person or entity.
- II. For purposes of this endorsement:
 - a. “Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 - b. “Biometric data” means any measurement, signature, or geometry related to a person’s physical characteristics, including but not limited to fingerprints, palmprints, voiceprints, facial, retinal, or iris measurements or geometry.

These exclusions apply to any claim, “suit”, “bodily injury”, “property damage”, “personal and advertising injury”, any other injury, loss, damage, cost, or expense regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any other sequence to such claim, “suit”, “bodily injury”, “property damage”, “personal and advertising injury”, any other injury, loss, damage, cost or expense. These exclusions apply regardless of any provision in the policy to the contrary.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RICHMOND NATIONAL INSURANCE COMPANY

SERVICE OF SUIT

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, Richmond National Insurance Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of Richmond National Insurance Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the registered agent for service of process of Richmond National Insurance Company, and that in any suit instituted against Richmond National Insurance Company upon this policy, Richmond National Insurance Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ABSOLUTE POLLUTION, SILICA, ASBESTOS, LEAD AND RELATED LIABILITY – HOSTILE FIRE AND HVAC EXCEPTIONS

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

- I. This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, or absorption of or exposure to “pollutants”, “silica”, asbestos, or lead at any time, including but not limited to:
 - a. “Bodily injury”, “personal and advertising injury”, “property damage” or any other injury or damage for the diminution in value, loss of market value, loss of use, or for taking, use or acquisition or interference with the rights of others in or on property or air space, or any other type injury or expense; or
 - b. Loss, cost, expense, fines, or penalties arising out of any (i) request, demand, order, statutory or regulatory requirement, governmental authority or directive that of any private party or citizen action that any insured, or others, test for, monitor, clean up, remove, abate, remediate, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of “pollutants”, environmental impairments, contaminants, “silica”, asbestos, or lead; (ii) any litigation or administrative procedure in which any insured or others may be involved as a party as a result of actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or placement of “pollutants”, environmental impairments, contaminants, “silica”, asbestos, or lead into or upon land, premises, buildings, the atmosphere, any water course, body of water, aquifer or ground water, whether sudden, accidental or gradual in nature or not, and regardless of when; or (iii) any claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “pollutants”, environmental impairments, contaminants, “silica”, asbestos, or lead;
 - c. “Pollutants”, pollution, environmental impairment, contamination, “silica”, asbestos, lead or any other expense or obligation to share damages with or repay anyone else who must pay damages arising out of or in any way involving “pollutants”, “silica”, asbestos, or lead. All liability and expenses arising out of or related to any form of “pollutant”, “silica”, asbestos, or lead, whether intentional or otherwise and whether or not any resulting injury, damage, devaluation, cost or expense is expected by any insured or any person or entity, are totally excluded from this policy.
- II. This exclusion does not apply to:
 - a. “Bodily injury,” if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment owned and/or provided by the insured that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building’s occupants or their guests; or

- b. "Bodily injury", "personal and advertising injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" originated:
 - 1. At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
 - 2. At 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 to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, and/or assess the presence and/or effects of "pollutants."

III. For purposes of this endorsement, the following definitions are added:

- a. "Pollutants" means any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, lead, fumes, fibers, radiation, acid, alkalis, radon, combustion byproducts, petroleum, chemicals, toxins or "waste" from any source whatsoever. Examples of pollutants include, but are not limited to, diesel, kerosene, and other fuel oils, carbon monoxide, and other exhaust gases, mineral spirits, and other solvents, tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals, chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides, and all substances specifically listed, identified, or described by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions), the Agency for Toxic Substances And Disease Registry ToxFAQs, and the U.S. Environmental Protection Agency EMCI Chemical References Complete Index.
- b. "Silica" means silica in any form and any of its derivatives, including but not limited to silica dust, silicon dioxide, crystalline silica, quartz, or non-crystalline (amorphous) silica.
- c. "Waste" includes medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.

This exclusion applies regardless of whether the "pollutant", "silica", asbestos, or lead has a function in, or is used by you in your business, operations, premises, site or location.

If this policy already includes a pollution exclusion or definition of "pollutant", they are fully deleted and replaced by this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any:

- a. Punitive damages, exemplary damages, treble damages, or the multiplied portion of any damages; or
- b. Civil or criminal fines, sanctions, or penalties, whether imposed pursuant to statute, common law, or otherwise; or
- c. Judgments or awards arising from acts or omissions deemed uninsurable by law; or
- d. Restitution, disgorgement, repayment, or return of any consideration paid to any insured; or
- e. Disputed fees or any actual or alleged personal profit or advantage to which an insured is not legally entitled; or
- f. Any equitable, non-pecuniary relief or similar damages.

This exclusion includes all related costs, expenses, and interest associated with a. through f.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPANDED EMPLOYER'S LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any claim, suit, bodily injury, property damage, personal and advertising injury, offense, loss, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to or in any way involving:

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

This exclusion applies:

- a. Whether the insured or any other insured may be liable as an employer or in any other capacity; or
- b. To any obligation to share damages with or repay someone else who must pay damages because of the bodily injury, property damage, personal and advertising injury, offense, loss, cost or expense; or
- c. To liability assumed under any insured contract.

"Employee" includes any employee, member, associate, leased worker, temporary worker, volunteer worker or any other person or persons paid via the IRS Form 1099 – NEC or loaned to or volunteering services to the insured or to any other insured.

This exclusion overrides and applies regardless of any other provisions of the "underlying insurance(s)."

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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CONFIRMATION OF REJECTION OF TERRORISM COVERAGE PURSUANT TO THE TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**THE INSURED WAS OFFERED AND DECLINED TERRORISM
COVERAGE ON THIS POLICY**

In accordance with the Terrorism Risk Insurance Act, as amended, this notice confirms that you were offered and rejected coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

- b.** The act resulted in damage:
- (1)** Within the United States (including its territories and possessions and Puerto Rico); or
 - (2)** Outside of the United States in the case of:
 - (a)** An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b)** The premises of any United States mission; and


c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

POLICY CHANGES

POLICY NUMBER RN-7-0324386	POLICY CHANGES EFFECTIVE 07/01/2022 12:01 AM Standard Time at the address of the Named Insured	COMPANY Richmond National Insurance Company
NAMED INSURED Grand Panama Beach Resort	AUTHORIZED REPRESENTATIVE 	
COVERAGE AFFECTED ALL COVERAGE FORMS		
POLICY PROVISIONS AMENDATORY ENDORSEMENT		
It is hereby understood and agreed that this policy excludes any claims arising out of passenger transport.		
ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.		

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION ACTIVITIES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving any construction, demolition, reconstruction, renovation, repair, building, rebuilding or development of any kind on premises owned by, leased to or occupied by the insured.

However, this exclusion shall not apply to loss, injury or damage caused by routine and regular maintenance activities performed by the insured's employees on premises owned by, leased to or occupied by the insured.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to cause such claim, suit, loss, injury, damage, cost or expense.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT, OR EVENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Attached To and Forming Part of Policy Number: RN-7-0324386	Effective Date of Endorsement: 07/01/2022 12:01 AM	Named Insured: Grand Panama Beach Resort
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SCHEDULE

DESIGNATED PREMISES: 11800 and 111807 Front Beachh Rd, Panama City Beach, FL 32407		
DESIGNATED PROJECT:		
DESIGNATED EVENT:	DATE OF EVENT:	LOCATION OF EVENT:

If no entry appears above, information required to identify the designated location will be shown in the Declarations as applicable to this endorsement.

This insurance does not apply to any claim, suit, loss, cost, or expense in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving bodily injury, property damage or personal and advertising injury, whether actual or alleged, unless:

- a. The occurrence takes place or the offense is committed entirely on or at the designated "premises," "project", or "event" identified in the Schedule above; and
- b. The bodily injury, property damage or personal and advertising injury is sustained entirely on or at the designated "premises," "project", or "event" identified in the Schedule above; and
- c. The bodily injury, property damage or personal and advertising injury occurs during the policy period; and
- d. Coverage for bodily injury, property damage or personal and advertising injury are otherwise covered under the policy and are otherwise not excluded from coverage under the policy.

This endorsement applies regardless of any other provision in the policy to the contrary. For purposes of this endorsement, **SECTION V – CONDITIONS, i. Territory**, numbers **1.**, **2.** and **3.** are deleted and territory shall mean only the designated “premises,” “project”, or “event” identified in the Schedule above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any claim, suit, bodily injury, property damage, personal or advertising injury, loss, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving:

1. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;
2. The furnishing of alcoholic beverages to anyone under the legal drinking age or the influence of alcohol;
3. Any statute, ordinance or regulation relating to sales, gift, distribution or use of alcoholic beverages;
4. Any act or omission by any insured, any employee of any insured, patrons, members, associates, volunteers or any other person providing or failing to provide transportation, detaining or failing to detain any person, or any act of assuming or not assuming responsibility for the well-being, supervision or care of any person allegedly under or suspected to be under the influence of alcohol; or
5. The negligent hiring, employment, training, placement, or supervision of any person doing work for or otherwise acting on behalf of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving professional malpractice, errors, omissions or acts of any type including the rendering or failure to render any type of professional service.

This exclusion includes, but is not limited to, expenses or any obligation to share damages with or repay anyone else who must pay damages from those professional services, unless a premium for professional liability coverage was collected by us and that coverage was specifically endorsed onto the policy as being covered. This exclusion applies regardless of whether the professional services were performed by the insured or on the insured's behalf.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to cause such claim, suit, loss, injury, damage, cost or expense.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTH CARE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving:

- a. The rendering of or failure to render:
 1. Medical, surgical, dental, diagnostic or nursing service, treatment, advice or instruction, including the related furnishing of food or beverages; or
 2. Any health, mental health or therapeutic service, treatment, advice or instruction; or
 3. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming; or
- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to cause such claim, suit, loss, injury, damage, cost or expense.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DIRECTORS AND OFFICERS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusions are added to this Policy:

This insurance does not apply to any claim, suit, loss, injury, damage, offense, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, related to, or in any way involving:

1. any acts, errors or omissions by any insured, or any director, officer or trustee of any insured, alleged to be a breach of any fiduciary duty, a conflict of interest, or a violation of any national, federal, state or local law regulating, controlling or governing stock, bonds or securities of any type or description, including but not limited to The Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, The Public Utility Holding Company Act of 1935, The Investment Company Act of 1940, The Investment Advisors Act of 1940, any "Blue Sky" Laws of any jurisdiction or any actual or alleged gain of personal profit or advantage to which any insured was not legally entitled, improper conduct, dishonest conduct, fraudulent conduct, bad faith conduct, misstatement, or misleading statement in violation of any national, federal, state or local law regulating, controlling or governing stock, bonds or securities of any type or description; or
2. any shareholder derivative action; or
3. any acts, errors or omissions by any insured, or any director, officer or trustee of any insured, that is covered under any policy of Directors and Officer's Liability Insurance issued to any insured.

The above exclusions include, but are not limited to, any obligation to share damages, expenses or costs with, or repay anyone else who must pay damages, expenses or costs in any way based upon, directly or indirectly arising out of, related to, or in any way involving any acts, errors or omissions by any insured committed in any capacity as an officer, director or trustee of a corporation or trust. This exclusion applies regardless of whether the actual or alleged acts, errors or omissions were performed by any insured or on any insured's behalf.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to cause such claim, suit, loss, injury, damage, offense, cost or expense.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TRAFFICKING VICTIM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving "trafficking", including but not limited to:

1. "Trafficking", whether caused by, or at the instigation, instruction, direction or due to the negligence of any insured, or any insured's employees, agents, patrons, customers, or any other person, and from any cause whatsoever;
2. The prevention or suppression, or the failure to suppress or prevent any trafficking";
3. The failure to provide an environment safe from any "trafficking", the failure to provide adequate security, or the failure to warn of the dangers of the environment that could contribute to any "trafficking";
4. The reporting or failure to report "trafficking" to the proper authorities;
5. Conducting or failing to conduct an investigation of any "trafficking";
6. Profiting from, harboring, and otherwise knowingly financially benefiting or receiving something of value from "trafficking";
7. Providing or failing to provide first aid, medical treatment or otherwise handling or responding after there has been any "trafficking";
8. The negligent hiring, employment, training, supervision, or retention by any insured of anyone regarding items 1. through 7. above.

This exclusion applies regardless of fault or intent, and regardless of the particular cause of action against the insured. This endorsement applies to any claim or suit where any actual or alleged injury or damage arises out of a chain of events that includes "trafficking", regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense.

This exclusion applies regardless of any other provision in the policy to the contrary.

"Trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act, including but not limited to where commercial sex acts are induced by force, fraud, or coercion, including but not limited to involuntary servitude, peonage, debt bondage, or slavery, including any and all conduct prohibited under the Trafficking Victims Protection Act of 2000 and the Trafficking Victims Protection Reauthorization Act of 2003.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED