



New Empire Insurance Services
214 West Park Avenue,
Long Beach, NY 11561
Ph: 866.431.8100 | www.newempireis.com

UMBRELLA POLICY ISSUANCE LETTER

ATTENTION: Coastal Insurance Underwriters

DATE: August 30, 2021

COMPANY: Liberty Insurance Underwriters, Inc.

Named Insured: EASTWOOD SHORES CONDOMINIUM NO. 1 ASSOCIATION, INC

MAILING ADDRESS: 24701 US Highway 19 N, Ste 102
Clearwater, FL 33763

EFFECTIVE DATE: 09/01/2021

EXPIRATION DATE: 09/01/2022

UMBRELLA CERTIFICATE NUMBER: MCREA-10175-03

Thank you for choosing New Empire Insurance Services.

We are pleased to confirm the placement of your commercial umbrella business with the Metropolitan Commercial Real Estate Association Risk Purchasing Group (RPG). The master policy is available upon your request should you require a copy.

Enclosed you will find:

- **Certificate of Participation (Risk Eligibility and Underlying Insurance requirements)**
- **Rating Factors**
- **Schedule of Locations**
- **Additional Named Insured(s)**

In order to accept this insurance and to ensure continuous coverage for the above named insured, you must review the attached documents and remit payment within 30 days of the coverage effective date or a non-payment cancellation notice will be issued. If the notice of cancellation must be enforced, cancellation of the coverage will be effective as of the date of this binder.

If you or the insured do not accept the terms and conditions of this insurance or wish to make any change, including changes to the policy limits and/or exposures, please notify us immediately.

UMBRELLA DISCLOSURE

Payment of premium confirms your acceptance of the terms and conditions of this insurance and compliance with the Risk Eligibility Requirements and Underlying Insurance as stated in the Certificate of Participation also confirming no reported losses exceeding \$100,000 in the past year. Contradicting risk and exposure information, non-compliance with the underlying insurance requirements, and addition or change in owned/leased automobile exposure, or planned renovations may cause this insurance to be null and void. You must notify us of any material change in the risk information (COPE) and/or exposures to allow us the opportunity to underwrite and evaluate the insurance eligibility.

New Empire Insurance Services
Policy Issuance Letter



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CERTIFICATE OF PARTICIPATION

THIS INSURANCE IS PROVIDED THROUGH THE RISK PURCHASING GROUP:
Metropolitan Commercial Real Estate Association (MCREA)

A "CERTIFICATE OF PARTICIPATION" IS ISSUED TO EACH MEMBER OF THE PURCHASING GROUP AS EVIDENCE OF INSURANCE. PLEASE REFER TO THE CERTIFICATE OF PARTICIPATION FOR THE APPLICABLE LIMIT OF LIABILITY, PARTICIPATING INSURERS, COVERAGE PERIOD, AND ADDITIONAL TERMS, CONDITIONS AND EXCLUSIONS THAT MAY APPLY.

THIS SECTION HIGHLIGHTS THE UNDERLYING INSURANCE REQUIREMENTS. PLEASE READ CAREFULLY.

Payment and Acceptance of this insurance confirms the following Underlying Insurance and Risk Eligibility Requirements have been met for this RPG-Member Insured. Noncompliance with any of these requirements will render this insurance null and void. If so, the Certificate of Participation must be returned to us together with an application for review and consideration. Please contact your Agent with any questions or to make any changes.

UNDERLYING INSURANCE AND EXPOSURE REQUIREMENTS:

It is warranted by the purchasing group member and/or their agent that the below underlying insurance and exposure requirements have been met and will continue to be complied with throughout the policy term. If there is any reason that the insured does not comply with these terms and conditions you must notify your underwriter immediately. Any changes to the exposure during a policy term must be submitted to your underwriter for review. Coverage cannot be bound, altered, or deleted without prior consent from your underwriter.


All underlying carrier(s) must meet the below minimum limits and requirements for applicable coverages:

Carrier(s) AM Best Rating	A-VII
General Liability:	
-Per occurrence	\$1,000,000
-Aggregate (per location)*	\$2,000,000
-Products/Completed Operations Aggregate	\$1,000,000
-Advertising Liability/Personal Injury Aggregate	\$1,000,000
Automobile Liability	\$1,000,000 CSL
Hired and Non-Owned Auto	\$1,000,000
Employers Legal Liability	\$500,000/\$500,000/\$500,000
Employee Benefits Liability (Each Claim/Aggregate)	\$1,000,000/ \$1,000,000
Directors and Officers Liability (Each Claim/Aggregate)	\$1,000,000/ \$1,000,000
Garage Liability (Each Occurrence)	\$1,000,000
Garage Keepers Legal Liability (Each Occurrence/Aggregate)	\$1,000,000/ \$1,000,000

- Combined aggregate limits are a referral to your underwriter.
- D&O is eligible as an underlying coverage for non-profit association risks only.
- Lloyd's of London writing companies and syndicates are not eligible.
- Policies with non-admitted carriers must be on ISO (or equivalent) form.

NOTE: FAILURE TO MEET MINIMUM LIMITS CAN RESULT IN A GAP IN COVERAGE

ADDITIONAL REQUIREMENTS:

- All underlying carrier(s) are U.S. Domiciled.
 - All underlying General Liability and Auto policies are on Commercial Liability coverage forms.
 - There are no non-standard/manuscript forms attached to any GL policy.
 - None of the underlying policies are on Personal Lines forms (i.e. Dwelling Fire or Landlord Policy).
 - All policy sub-limits are at least \$1,000,000 (except for Medical Expenses and Fire Legal Liability Damage).
 - There are no sub-limits on the General Liability policy for Lead Liability coverage.
 - Coverage is limited to real estate exposure relating to the ownership and/or management of real estate.
 - All insureds, location addresses, and description of exposure(s)/rating factors are complete and accurate.
 - Coverage is provided only for the named insureds noted and designated premises listed.
 - Construction and real estate development operations exposure is not present.
 - Coverage is afforded to lessor's risk ownerships only.
 - Developer control does not exceed 20% (applies to condominiums/coops).
 - All condominiums and co-operatives maintain a positive reserve fund.
- 



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CERTIFICATE OF PARTICIPATION

FORMS, ENDORSEMENTS, EXCLUSIONS

Commercial Umbrella Declarations Page 1000-UMB ; Schedule of Underlying Policies - Umbrella 1022-UMB ; Named Insured Endorsement 1086-UMB; Commercial Umbrella Coverage Form 1001-UMB; Care, Custody or Control Exclusion - Real or Personal Property 1147-UMB ; Manuscript Endorsement - Umbrella Care, Custody or Control Exclusion (Garagekeepers) 1150-UMB; Manuscript Endorsement - Certificate of Coverage Endorsement 1150-UMB; Manuscript Endorsement - Amend Conditions - Schedule of Locations Endorsement 1150-UMB; Manuscript Endorsement ☐ Cancellation/Non-Renewal Endorsement ☐ New York 1150-UMB; Cross Suits Exclusion 1127-UMB ; Manuscript Endorsement - Designated Operations Exclusion 1150-UMB ; Discrimination Exclusion 1157-UMB ; Manuscript Endorsement - Abuse Or Molestation Exclusion (follow form) 1150-UMB; Directors & Officers Exclusion - Following Form 1120-UMB ; Exterior Insulation and Finish System (EIFS) Exclusion 1161-UMB; Manuscript Endorsement - Rate Adjustment Endorsement 1150-UMB; Manuscript Endorsement - COMMUNICABLE DISEASE EXCLUSION 1150-UMB; Mold Exclusion 1163-UMB ; Non-Concurrence Endorsement Umbrella Liability Policy 1165-UMB ; Nuclear Energy Liability Exclusion Endorsement 1003-UMB; Amendment of Pollution Exclusion - Exception for Named Peril of Hostile Fire 1016-UMB; Professional Liability Exclusion 1048-UMB ; Silica Exclusion 227-UMB-NY; Sub-Limit Exclusion 1150-UMB ; US Economic and Trade Sanction Clause OFAC ; Violation of Statutes That Govern Email, Fax, Phone Calls or Other Methods of Sending Material or Information 1177-UMB ; War Liability Exclusion Amendatory Endorsement Commercial Umbrella Coverage Form UMB-Excl-4010; Advertising Injury - Following Form 1007-UMB; Auto Liability - Following Form 1139-UMB; Contractual Liability Following Form 1121-UMB; Employee Benefits Liability - Following Form 1118-UMB; Forms and Endorsements Schedule 1103-UMB; Employers Liability - Following Form 1181-UMB; Personal Injury - Following Form 1060-UMB; New York Liability State Amendatory Endorsement LIULE001-NYFTZ-0109; Cap on Losses from Certified Acts of Terrorism TRIA-E002-0315; Disclosure - Terrorism Risk Insurance Act TRIA-N004-0315; Underlying Coverage Warranty for Certified Act of Terrorism TRIA-UMB-003-0315; Liquor Liability - Following Form 1078-UMB; Manuscript Endorsement - Umbrella Employment Related Practices Exclusion 1150-UMB; Manuscript Endorsement - Liability Arising Out of Lead Exclusion (follow form) 1150-UMB; Exclusion - Liability Arising Out of Lead 1092-UMB

The Master Policy is a standard Commercial Umbrella form. Exclusions and/or endorsements listed above detail changes to the standard form only. All other standard exclusions apply. Copies of the master policies are available upon request.

This Certificate of Participation is not an insurance policy. Unless stated otherwise in the Group Master Policies, the coverage identified herein may be canceled by the insurer for non-payment of premium upon 10 days notice, and may be canceled for other reasons upon 30 days notice. The Metropolitan Commercial Real Estate Association is a non-profit corporation which has, as one of its purposes, purchased insurance on a group basis on behalf of its group participants. The Purchasing Group and its Participants constitute a purchasing group pursuant to the Federal Liability Risk Retention Amendments of 1986. This Certificate of Participation identifies those group liabilities issued to the Purchasing Group that are applicable to the participant identified above. All obligations under the group policies are solely those of the insurance companies that issued them. Neither the Purchasing Group nor The New Empire Group, the Purchasing Group's insurance broker, has any obligations in respect to the coverage described herein. The terms and conditions of insurance under the policies identified in this Certificate of Participation are contained solely in the Group Master policies issued to Purchasing Group, copies of which may be viewed upon request.

A copy of the By-Laws of the Purchasing Group may be viewed at:
New Empire Insurance Services
214 West Park Avenue, Long Beach, NY 11561

AUTHORIZED SIGNATURE:

DATE ISSUED: August 30, 2021



New Empire Insurance Services
214 West Park Avenue,
Long Beach, NY 11561
Ph: 866.431.8100 | www.newempireis.com

CERTIFICATE OF PARTICIPATION

Coastal Insurance Underwriters

CERTIFICATE NUMBER: MCREA-10175-03

PO Box 3140

Ponte Vedra Beach, FL 32004

SCHEDULED LOCATIONS

LOCATION(S):

1 1 1848 Bough Ave.

Clearwater

FL 33760



New Empire Insurance Services
214 West Park Avenue,
Long Beach, NY 11561
Ph: 866.431.8100 | www.newempireis.com

CERTIFICATE OF PARTICIPATION

PRODUCER: Coastal Insurance Underwriters

PO Box 3140

Ponte Vedra Beach, FL 32004

CERTIFICATE NUMBER: MCREA-10175-03

ADDITIONAL NAMED INSURED SCHEDULE

ADDITIONAL NAMED INSURED(S):

Not Applicable

ENDORSEMENT NO. TBD11

Named Insured: See attached certificate

Policy Number: See attached certificate

Effective Date: See attached certificate

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

MOLD EXCLUSION

The following exclusion added to Section IV. EXCLUSIONS:

1. Any and all "bodily injury", "property damage", "personal injury" or "advertising injury", including but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to any actual, alleged or threatened inhalation, discharge, dispersal, seepage, migration, absorption, release, exposure, or escape of any mold, mildew or fungus in any form from any source, at any time; or
2. Any loss, cost, expense, liability or other type of obligation arising out of, resulting from or in any way related, directly or indirectly, to any "claim", "suit", investigation, or administrative proceeding brought by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of mold, mildew or fungus in any form from any source, at any time.

This endorsement does not change any other provision of the policy.

ENDORSEMENT NO. TBD9

Named Insured: See attached certificate

Policy Number: See attached certificate

Effective Date: See attached certificate

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

EXCLUSION - LIABILITY ARISING OUT OF LEAD

The following exclusion added to Section IV, EXCLUSIONS:

1. any liability arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead, in any form from any source; or
2. any loss, cost, expense, liability or other type of obligation arising out of or resulting from, or in any way related to, any:
 - a. "claim", "suit", request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead in any form from any source; or to any
 - b. "claim" or "suit" by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of lead in any form.

This endorsement does not change any other provision of the policy.



LIBERTY INTERNATIONAL UNDERWRITERS

UMBRELLA INSURANCE POLICY

In Witness Whereof, we have caused this policy to be signed by its President and Secretary.



PRESIDENT
Matthew P. Dolan



VICE PRESIDENT and SECRETARY
Mark C. Touhey

Liberty Insurance Underwriters Inc.

175 Berkeley Street Boston, MA 02116 Toll-free number: 1-800-677-9163

Umbrella Insurance Policy



Liberty Insurance Underwriters Inc.

(A Stock Insurance Company, hereinafter the "Company")

NOTICE OF CLAIM

You may mail or deliver notice of a claim or suit in writing by regular mail or e-mail at the following address:

Mailing Address: Liberty International Underwriters
55 Water Street, 23rd Floor, New York, NY 10041
Attention: Casualty Claims

Email Address: CASClaims@libertyiu.com

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

175 Berkeley Street Boston, MA 02116

Toll-free number: 1-800-677-9163

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

COMMERCIAL UMBRELLA DECLARATIONS PAGE

Policy Number: 1000234040-05

Broker: NEW EMPIRE GROUP LTD
214 West Park Avenue
Long Beach
Long Beach City, NY 11561

Renewal of: 1000234040-04

1. NAMED INSURED AND MAILING ADDRESS:

Metropolitan Commercial Real Estate Association
214 West Park Avenue
Long Beach
Long Beach City, NY 11561

2. POLICY PERIOD:

From: **February 15, 2021** To: **February 15, 2022**
12:01 A.M. Standard Time at the address of the Named Insured shown above.

IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3. PREMIUM:

Commercial Umbrella:	\$50,000
Taxes:	\$0.00
Terrorism Premium:	\$0
Total:	\$50,000

In the event of cancellation by the Named Insured, the company will receive and retain no less 25.00%.

BASIS OF PREMIUM: Non-Auditable (x) Auditable ()

4. LIMITS OF INSURANCE:

\$15,000,000 – Each Occurrence
\$15,000,000 – General Aggregate (where applicable)
\$15,000,000 – Products-Completed Operations Aggregate

Umbrella Insurance Policy



5. SELF-INSURED RETENTION: \$10,000

6. FORMS AND ENDORSEMENTS ATTACHED:

See Forms and Endorsements Schedule – 1103-UMB (Ed. 04 00)

A handwritten signature in black ink, appearing to read "Matthew P. Dolan".

PRESIDENT
Matthew P. Dolan

A handwritten signature in black ink, appearing to read "Mark C. Touhey".

VICE PRESIDENT and SECRETARY
Mark C. Touhey

March 15, 2021

Issuance Date

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

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FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

<u>Form Number</u>	<u>Form Name</u>	<u>Endorsement No.</u>
1000-UMB (Ed 04 00)	Commercial Umbrella Declarations Page	
1103-UMB (Ed. 04 00)	Forms and Endorsements Schedule	
1022-UMB (Ed. 04 00)	Schedule of Underlying Policies - Umbrella	1
1086-UMB (Ed. 04 00)	Named Insured Endorsement	2
1165-UMB (Ed. 07 07)	Non-Concurrence Endorsement Umbrella Liability Policy	3
1147-UMB (Ed. 04 00)	Care, Custody or Control Exclusion - Real or Personal Property	4
1127-UMB (Ed. 01 13)	Cross Suits Exclusion	5
1157-UMB (Ed. 07 07)	Discrimination Exclusion	6
1161-UMB (Ed. 07 07)	Exterior Insulation and Finish System ("EIFS") Exclusion	7
1163-UMB (Ed. 01 13)	Mold Exclusion	8
1003-UMB (Ed. 01 13)	Nuclear Energy Liability Exclusion Endorsement	9
1048-UMB (Ed. 04 00)	Professional Liability Exclusion	10
227-UMB-NY (Ed. 01 13)	Silica Exclusion	11
1150-UMB (Ed. 01 09)	Sub-Limit Exclusion	12
OFAC 08/09	U.S. Economic and Trade Sanctions Endorsement – (Countrywide)	13
1177-UMB (Ed. 01 13)	Violation of Statutes that Govern Emails, Fax, Phone Calls or Other Methods of Sending Material or Information	14
UMB-EXCL-4010 (Ed. 04	War Liability Exclusion Amendatory Endorsement	15

Umbrella Insurance Policy



00)	Commercial Umbrella Coverage Form	
1016-UMB (Ed. 01 13)	Amendment of Pollution Exclusion - Exception for Named Peril of Hostile Fire	16
1007-UMB (Ed. 01 13)	Advertising Injury - Following Form	17
1139-UMB (Ed. 04 00)	Auto Liability - Following Form	18
1121-UMB (Ed. 04 00)	Contractual Liability Following Form	19
1120-UMB (Ed. 04 00)	Directors and Officers Exclusion - Following Form	20
1118-UMB (Ed. 04 00)	Employee Benefit Liability - Following Form	21
1181-UMB (Ed. 01 13)	Employers Liability - Following Form	22
1078-UMB (Ed. 04 00)	Liquor Liability - Following Form	23
1060-UMB (Ed. 01 13)	Personal Injury - Following Form	24
LIUILE001-NYFTZ-0109	New York Liability State Amendatory Endorsement	25
1150-UMB (Ed. 07 07)	Manuscript Endorsement - LIABILITY ARISING OUT OF LEAD EXCLUSION	26
1150-UMB (Ed. 07 07)	Manuscript Endorsement - ABUSE OR MOLESTATION EXCLUSION	28
1150-UMB (Ed. 07 07)	Manuscript Endorsement - CERTIFICATE OF COVERAGE ENDORSEMENT	29
1150-UMB (Ed. 07 07)	Manuscript Endorsement - DESIGNATED OPERATIONS EXCLUSION	30
1150-UMB (Ed. 07 07)	Manuscript Endorsement - UMBRELLA CARE, CUSTODY OR CONTROL EXCLUSION (GARAGEKEEPERS)	31
1150-UMB (Ed. 07 07)	Manuscript Endorsement - UMBRELLA EMPLOYMENT RELATED PRACTICES EXCLUSION	32
1150-UMB (Ed. 07 07)	Manuscript Endorsement - AMEND CONDITIONS - SCHEDULE OF LOCATIONS ENDORSEMENT	33
1150-UMB (Ed. 07 07)	Manuscript Endorsement - RATE ADJUSTMENT ENDORSEMENT	34
1150-UMB (Ed. 07 07)	Manuscript Endorsement - COMMUNICABLE DISEASE EXCLUSION	27
TRIA-E002-0315	Cap on Losses from Certified Acts of Terrorism	35
TRIA-N004-0315	Disclosure - Terrorism Risk Insurance Act	36
TRIA-UMB-003-0315	Underlying Coverage Warranty for Certified Act of Terrorism	37
CN001-NYFTZ-1014	Cancellation Non Renewal Endorsement - NY	38
1001-UMB (Ed. 04 00)	Commercial Umbrella Coverage Form	

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 1

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING POLICIES – UMBRELLA

Carrier, Policy Number and Policy Period	Type of Coverage	Limits of Insurance
Various As On File With New Empire Group 2/15/2021 to 2/15/2022	Commercial General Liability	\$1,000,000 – Each Occurrence \$1,000,000 – Products - Completed Operations Aggregate \$2,000,000 – General Aggregate \$1,000,000 – Personal Injury/Advertising Injury
Description:	Carrier: Various Policy Number: As On File With New Empire Group Policy Period: Various	
	Employee Benefits	\$1,000,000 – Each Claim \$1,000,000 – Aggregate
Description:	Carrier: Various Policy Number: As On File With New Empire Group Policy Period: Various	

Umbrella Insurance Policy



Various
As On File With New Empire Group
2/15/2021 to 2/15/2022

Automobile
Liability

\$1,000,000 – Bodily Injury &
Property Damage
Combined Single Limit

Description:

Carrier: Various
Policy Number: As On File With New Empire Group
Policy Number: Various

Various
As On File With New Empire Group
2/15/2021 to 2/15/2022

Employers
Liability

\$500,000 – Bodily Injury - Each Accident
\$500,000 – Bodily Injury by Disease -
Each Employee
\$500,000 – Bodily Injury by Disease -
Policy Limit

Description:

Carrier: Various
Policy Number: As On File With New Empire Group
Policy Period: Various

Various
As On File With New Empire Group
2/15/2021 to 2/15/2022

Directors And Officers Liability
USD – Currency

\$1,000,000 Each Claim
\$1,000,000 Aggregate Per Association

Description:

Directors And Officers Liability
\$1,000,000 Each Claim
\$1,000,000 Aggregate Per Association
Carrier: Various
Policy Number: As On File With New Empire Group
Policy Period: Various

Various
As On File With New Empire Group
2/15/2021 to 2/15/2022

Garage Liability
USD – Currency

\$1,000,000 Each Occurrence

Umbrella Insurance Policy



Description:

Garage Liability
\$1,000,000 Each Occurrence
Carrier: Various
Policy Number: As On File With New Empire Group
Policy Period: Various

Various
As On File With New Empire Group
2/15/2021 to 2/15/2022

Garagekeepers Legal Liability
USD – Currency

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

Description:

Garagekeepers Legal Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
Carrier: Various
Policy Number: As On File With New Empire Group
Policy Period: Various

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 2

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

The Named Insured listed in Item 1. of the Declarations is completed to read as follows:

Metropolitan Commercial Real Estate Association	214 West Park Avenue Long Beach Long Beach City, NY 11561
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This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 3

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

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NON-CONCURRENCY ENDORSEMENT

UMBRELLA LIABILITY POLICY

This endorsement modifies insurance provided under the following:

The non-concurrency period of any underlying policy will not extend coverage under our policy nor be considered as depleting the underlying policy limits for applicability to the "Retained Limit".

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 4

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UMBRELLA CARE, CUSTODY OR CONTROL EXCLUSION – REAL OR PERSONAL PROPERTY

The following exclusion is added to Section **IV – EXCLUSIONS**:

Any "property damage" to real or personal property in the care, custody or control of any "Insured", or loaned to any "Insured", or used, rented, or occupied by any "Insured", or as to which any "Insured" is for any purpose exercising physical control.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 5

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS EXCLUSION

The following exclusion is added to Section **IV – EXCLUSIONS**:

Any liability of any Named Insured covered under this policy to any other Named Insured covered under this policy.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 6

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCRIMINATION EXCLUSION

The following exclusion is added to Section IV – EXCLUSIONS:

Any and all “bodily injury”, “property damage”, “personal injury”, or “advertising injury”, including but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to any actual or alleged “discrimination”, humiliation, harassment or misconduct.

For purposes of this endorsement “discrimination” includes, but is not limited to discrimination on the basis of age, gender, ethnic origin, marital status, pregnancy, physical or mental hardship, disability, race, color, religious affiliation, sex, sexual orientation or preference, or any other protected class.

All other terms and conditions of this policy remain unchanged.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 7

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTERIOR INSULATION AND FINISH SYSTEM (EIFS) EXCLUSION

The following exclusion is added to Section IV – EXCLUSIONS:

1. Any “bodily injury”, “property damage”, “personal injury” or “advertising injury” caused, directly or indirectly, in whole or in part, by the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an “exterior insulation and finish system” or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coating, caulking or sealants in connection with such a system; or
2. Any “property damage” to a house or other building to which an “exterior insulation and finish system” has been applied, if that “property damage” is caused directly or indirectly, in whole or in part, by the “exterior insulation and finish system”;

This exclusion applies if the work is performed by any “Insured” or anyone on behalf of any “Insured” and this exclusion applies regardless of any other cause or event that contributed concurrently or in any sequence to that injury or damage.

For the purposes of this endorsement an “exterior insulation and finish system” means an exterior cladding or finish system applied to a house or other building, and consisting of:

- a) A rigid or semi-rigid insulation board made of expanded polystyrene or other materials; and
- b) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate; and
- c) A reinforcing mesh that is embedded in a base coat applied to the insulation board; and
- d) A finish coat providing surface texture and color.

All other terms and conditions of this policy remain unchanged.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 8

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD EXCLUSION

The following exclusions are added to Section **IV. EXCLUSIONS**:

1. Any and all "bodily injury", "property damage", "personal injury" or "advertising injury", including but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to any actual, alleged or threatened inhalation, discharge, dispersal, seepage, migration, absorption, release, exposure, or escape of any mold, mildew or fungus in any form from any source, at any time; or
2. Any loss, cost, expense, liability or other type of obligation arising out of, resulting from or in any way related, directly or indirectly, to any "claim", "suit", investigation, or administrative proceeding brought by or on behalf of any person, entity, or government authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of mold, mildew or fungus in any form from any source, at any time.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 9

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This insurance does not apply to:

1. Any liability, injury or damage:
 - a) with respect to which any "Insured" under the policy is also an "Insured" under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an "Insured" under any such policy but for its termination upon exhaustion of its Limits of Insurance; or
 - b) resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - i. a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - ii. any "Insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Any injury or "nuclear property damage" resulting from the "hazardous properties" of "nuclear material", if:
 - a) the "nuclear material":
 - i. is at any "nuclear facility" owned by, or operated by or on behalf of, any "Insured"; or
 - ii. has been discharged or dispersed therefrom;
 - b) the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any "Insured"; or
 - c) the injury or "nuclear property damage" arises out of the furnishing by any "Insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America its territories, or

Umbrella Insurance Policy



- possessions or Canada, this Exclusion 2.c. applies only to “nuclear property damage” to such “nuclear facility” and any property therein.
3. As used in this exclusion:
- a) “hazardous properties” includes radioactive, toxic or explosive properties.
 - b) “nuclear facility” means:
 - i. any “nuclear reactor”;
 - ii. any equipment or device designed or used for:
 - (1) separating the isotopes of uranium or plutonium;
 - (2) processing or utilizing “spent fuel”; or
 - (3) handling, processing or packaging “nuclear waste”;
 - iii. 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 any “Insured” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - iv. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of, “nuclear waste”, and includes the site on which any of the foregoing is located, all operations considered on such site and all premises used for such operations.
 - c) “nuclear material” means “source material”, “special nuclear material” or “by-product material”.
 - d) “nuclear property damage” includes all forms of radioactive contamination of property.
 - e) “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.
 - f) “nuclear waste” means any nuclear waste material:
 - i. containing “by-product material” other than the tailings of nuclear waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content; and
 - ii. resulting from the operation by any person or organization of any “nuclear facility” included within the definition of “nuclear facility” under Paragraph 3.b) i. or 3.b) ii.
 - g) “source material”, “special nuclear material”, and “by-product material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
 - h) “spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor”.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 10

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION – UMBRELLA

The following exclusion is added to Section **IV – EXCLUSIONS**:

Any liability for, caused by, arising out of, or in connection with the rendering of or failure to render any professional service.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 11

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA EXCLUSION

This insurance does not apply to:

Any liability based upon, arising out of, in connection with, or in any way related, either directly or indirectly, to:

- a) "silica", "silica" products, "silica"-containing materials or products, "silica" fibers or "silica" dust, including, but not limited to, manufacturing, mining, usage, sales, installation, removal or distribution activities; or
- b) exposure to, testing for, monitoring of, cleaning up, removing, containing or treating of "silica", "silica" products, "silica"-containing materials or products, "silica" fibers or "silica" dust.

When used in this endorsement, the term "silica" means any solid, liquid or gaseous material consisting of or containing silica, silica fibers or particles, or silica dust. This exclusion is limited to those forms of "silica" that are known to be a health hazard.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 12

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUB-LIMIT EXCLUSION

The following exclusion is added to Section IV. – Exclusions:

Any “bodily injury”, “property damage”, “personal injury” or “advertising injury”, if such injury or damage is subject to a sub-limit on the underlying policy. Sub-limit means a limit lower than the otherwise applicable limit stated on the Declarations of the underlying policy.

All other terms, conditions and exclusions of the Policy remain unchanged.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 13

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

U.S. ECONOMIC AND TRADE SANCTIONS CLAUSE

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 14

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This insurance does not apply to:

Distribution of Material in Violation of Statutes

Any "bodily injury", "property damage", "personal injury" or "advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

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

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 15

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR LIABILITY EXCLUSION AMENDATORY ENDORSEMENT COMMERCIAL UMBRELLA COVERAGE FORM

It is hereby agreed that the Policy shall be amended as follows:

1. Exclusion M, which reads as follows, is hereby deleted:
"Bodily Injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
2. The following exclusion applies in addition to the exclusions in the Policy and in any other endorsements thereof:
No coverage shall exist under this policy for "Bodily Injury," "Property Damage," "Personal Injury," "Advertising Injury" or "Personal and advertising injury," however caused, arising, directly or indirectly, out of:
 - a) War, including undeclared or civil war; or
 - b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

All other terms, conditions, and exclusions of this Policy remain unchanged.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 16

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLLUTION EXCLUSION – EXCEPTION FOR NAMED PERIL OF HOSTILE FIRE

Exclusion L. is deleted from Section **IV. EXCLUSIONS** and is replaced by the following:

Any liability, including but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or in any way related to:

1. the actual, alleged, or threatened presence discharge, dispersal, seepage, migration, release, or escape of “pollutants”, however caused.
2. any request, demand or order that any “Insured” or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond, to or assess the effects of “pollutants”. This includes demands, directives, complaints, “suits”, orders or requests brought by any governmental entity or by any person or group of persons.
3. steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or assess the effects of “pollutants”.

This exclusion will apply to any liability, costs, charges, or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

As used in this exclusion, “pollutants” means any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

This exclusion does not apply to “bodily injury” or “property damage” arising out of the named peril of heat, smoke or fumes from a “hostile fire” at any “Insured’s” premises or job location, to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

As used in the exclusion:

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

Umbrella Insurance Policy



This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 17

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVERTISING INJURY – FOLLOWING FORM

The following exclusion is added to Section **IV. EXCLUSIONS**:

Any liability imposed by law, or assumed by any "Insured" under an "insured contract", because of "advertising injury", except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance and for no broader coverage than is provided by such coverage.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 18

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO LIABILITY - FOLLOWING FORM

The following exclusion is added to Section IV – EXCLUSIONS:

Any liability arising out of the ownership, maintenance, operation, use, “loading” or “unloading” of any “auto,” except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provision of the policy

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 19

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UMBRELLA CONTRACTUAL LIABILITY FOLLOWING FORM

The following exclusion is added to Section **IV – EXCLUSIONS**:

Any liability assumed by any "Insured" under any "insured contract", except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 20

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UMBRELLA DIRECTORS AND OFFICERS EXCLUSION – FOLLOWING FORM

The following exclusion is added to Section **IV – EXCLUSIONS**:

Any liability arising out of or related in any way, either directly or indirectly, to any “wrongful act” of any director or officer of any “Insured” in the discharge or performance of any duties as such a director or officer, except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

As used in this endorsement, “wrongful act” means any actual or alleged error, misstatement, misleading statement, act, or omission, neglect, breach of duty by any director or officer in the discharge of any duty as a director or officer, or any matter claimed against such a director or officer by reason of such director’s or officer’s being a director or officer of any “Insured”.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 21

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UMBRELLA EMPLOYEE BENEFIT LIABILITY – FOLLOWING FORM

The following exclusion is added to Section **IV – EXCLUSIONS**:

Any actual or alleged act, error, or omission in the administration of any "Insured's" Employee Benefit Programs, except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 22

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS LIABILITY – FOLLOWING FORM

The following exclusion is added to Section **IV. EXCLUSIONS**:

Any liability imposed by law, or assumed by any "Insured" under an "insured contract", because of Employers Liability, except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance and for no broader coverage than is provided by such coverage.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 23

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UMBRELLA LIQUOR LIABILITY - FOLLOWING FORM

The following exclusion is added to Section **IV – EXCLUSIONS**:

Any liability of any "Insured" by reason of:

- (1) causing or contributing to the intoxication of any person; or
- (2) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
or
- (3) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;

except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 24

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY – FOLLOWING FORM

The following exclusion is added to Section **IV. EXCLUSIONS**:

Any liability imposed by law, or assumed by any "Insured" under an "insured contract", because of "personal injury", except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 25

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK LIABILITY STATE AMENDATORY ENDORSEMENT

The failure to give notice as prescribed by this policy will not invalidate a claim made by the insured, an insured person, or any other claimant, unless the late notice has prejudiced the insurer, except as provided under NY Insurance Law section 3420(a)(4). With respect to a personal injury or wrongful death claim, if the insurer disclaims liability or denies coverage based on a failure to provide timely notice, then the injured person or other claimant may maintain an action directly against the insurer, on the sole question of late notice, unless the insured or the insurer, within 60 days of the disclaimer, initiates an action to declare the rights of the parties under the policy, and names the injured person or other claimant as a party to the action.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 26

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY ARISING OUT OF LEAD EXCLUSION

The following exclusions are added to Section IV. - EXCLUSIONS:

Any liability arising out of, resulting from, or in any way caused by or related to any actual, alleged, or threatened, ingestion, inhalation, absorption or exposure to lead, in any form from any source, except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy; or

Any loss, cost, expense, liability or other type of obligation arising out of or resulting from or in any way related to any:

a. "claim", "suit", request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead in any form from any source; or to any

b. "claim" or "suit" by or on behalf of any person, entity or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of lead in any form;

except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 27

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

The following exclusion is added to Section IV. - EXCLUSIONS:

Any liability for or arising out of:

1. the actual, threatened or alleged abuse, harassment or sexual conduct by anyone of any person; or
2. the negligent
 - a. employment,
 - b. investigation,
 - c. supervision,
 - d. reporting to the proper authorities, or failure to report,
 - e. retention, or
 - f. referral

of a person for whom any "Insured" is or ever was legally responsible and whose conduct would be excluded by 1 above, except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 28

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CERTIFICATE OF COVERAGE ENDORSEMENT

The following changes apply to the Commercial Umbrella Policy:

1. The Named Insured, as shown in Item 1. of the Declarations is amended to read as follows: Those members of the Metropolitan Commercial Real Estate Association as scheduled on their individual Certificate of Coverage issued by, and on file with, the Agent or Broker shown on the Declarations.
2. The Policy Period shown in Item 2. of the Declarations applies to the Certificate of Coverage as follows: Each Certificate of Coverage will have an effective date of coverage commencing within the Policy Period shown in Item 2. of the Declarations. The Coverage Period shown on the Certificate of Coverage will in no event be longer than twelve (12) months.
3. The Limits of Insurance shown in Item 4. of the Declarations apply individually to each Certificate of Coverage issued to a member of the Metropolitan Real Estate Association.

References in SECTION II. LIMITS OF INSURANCE to Policy Period as shown in Item 2. of the Declarations mean the Coverage Period shown on the Certificate of Coverage for each Certificate Holder.

4. The reference in Condition I. Maintenance of Underlying Insurance under Section VI. CONDITIONS to Policy Period means the Coverage Period shown on the Certificate of Coverage for each Certificate Holder.

5. The following is added to Section VI. CONDITIONS:

A. RECONCILIATION

It is agreed that if exclusions, restrictions, amendments, or limits of coverage shown on the Certificate of Coverage issued to an individual member are more restrictive than this policy, then those exclusions, restrictions, amendments or limits of coverage shall be deemed to be part of this policy. In no event shall the limits under this policy be greater than the Limits of Insurance shown in Item 4. of the Declarations.

Umbrella Insurance Policy



This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 29

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED OPERATIONS EXCLUSION

I. The following exclusion is added to Section IV. - EXCLUSIONS:

This insurance does not apply to any liability for, or arising out of, directly or indirectly, any liability or loss, cost or expense arising out of any "construction or development". This exclusion applies regardless of:

- A. whether such operations or work are or were performed or completed: 1. by you or on your behalf; 2. for you; 3. by or for others; or 4. for sale to others; and
- B. when or where such operations or work are or were performed or completed.

Notwithstanding the foregoing, this exclusion does not apply to "maintenance or renovations."

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

1. "Construction or development" means any:

- a. Addition to any building or other structure;
- b. Complete or partial construction or demolition or erection of any building or other structure; or
- c. Planning, site preparation, surveying or other construction or development of real property.

2. "Maintenance or renovation"

a. means:

- i. alteration or renovation operations; or
- ii. maintenance or repair operations.

b. does not include any structural alteration that involves changing the size of, or any demolishing or moving of any building or other structure.

Umbrella Insurance Policy



This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 30

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UMBRELLA CARE, CUSTODY OR CONTROL EXCLUSION (GARAGEKEEPERS)

The following exclusions are added to Section IV. - EXCLUSIONS:

Any "property damage" to real or personal property in the care, custody or control of any "Insured", or loaned to any "Insured", or used, rented, or occupied by any "Insured", or as to which any "Insured" is for any purpose exercising physical control, including, but not limited to, due to any duties of the "Insured" as a garagekeeper.

Notwithstanding the foregoing, this exclusion shall not apply to extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy. Such coverage will follow the provisions, exclusions, and limitations of the underlying insurance and supersedes any provisions to the contrary.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 31

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UMBRELLA EMPLOYMENT RELATED PRACTICES EXCLUSION

Section IV. - EXCLUSIONS, Paragraph O is deleted and replaced with the following:

O. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of any:

1. refusal to employ or promote;
2. termination of employment;
3. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, discrimination or other employment related practices, policies, acts or omission; or
4. consequential "bodily injury," "property damage," "personal injury" or "advertising injury" as a result of O.1 through O.3.

This exclusion applies whether the "Insured" may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of "bodily injury," "property damage," "personal injury" or "advertising injury."

Provided however that this exclusion shall not apply to the extent that such employment related practices coverage is affirmatively provided under a Directors and Officers Liability Policy shown in Schedule of Underlying Insurance and for no broader coverage than is provided by such coverage.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 32

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND CONDITIONS - SCHEDULE OF LOCATIONS ENDORSEMENT

The following is added to Section VI. CONDITIONS of the Commercial Umbrella Policy:

R. Schedule of Locations

Coverage under this Policy shall only apply to liability arising out of the operation(s) of the locations listed, added, or deleted on the Schedule of Locations of an individual Certificate of Coverage issued by, and on file with, the agent or broker shown on the Declarations. These locations must also be listed with the appropriate premium charge on the pertinent monthly bordereau spreadsheets submitted to the company by the broker.

With respect to a Condominium Association, Homeowners Association or Apartment Complex that is self-contained in one location, it is permissible to list only the main location address on the Certificate of Coverage as long as the total number of units for that location are specified on both the Certificate of Coverage and the pertinent monthly bordereau spreadsheets, with the appropriate premium charge.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 33

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RATE ADJUSTMENT ENDORSEMENT

You will need to send us a monthly bordereau no later than the 11th of each month setting forth the number of units that have been added or subtracted during the prior month. If there is a net increase in the number of units, we will charge you as per the agreed upon program rates per additional unit. If there is a net decrease in the number of units, we will send you a return of premium at the same rate.

After receiving each month's bordereau, we will send you an invoice for any additional premium due or a statement indicating the amount of any return premium due. You shall pay us within thirty (30) days after we send an invoice for any premium due. We will refund any return premium within thirty (30) days after we send the statement indicating the amount of the adjustment, unless you are in arrears in any payment to us, in which case we may apply any premium return to any amounts you owe us.

"Units" means individual units within buildings. With respect to commercial LRO, 1000 sq. ft. equals one unit.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 34

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

The following exclusion is added to Section IV – Exclusions.

Any liability for, award of or allegations involving or related in any way, directly or indirectly, or arising out of the transmission of a “communicable disease” arising out of the “Insured’s” operations or products.

For purposes of this endorsement “communicable disease” means an illness due to an infectious agent or its toxic products which is transmitted, directly or indirectly, to a person from an infected person or animal or through the agency of an intermediary host or carrier.

All other terms and conditions of this policy remain unchanged.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 35

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	2/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the above captioned policy.

A. Cap on Certified Act of Terrorism Losses

"Certified act of terrorism" means an act that is 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 pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. 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
2. 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.

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

B. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 36

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	2/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSURE – TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

Disclosure of Premium

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

Federal Participation In Payment Of Terrorism Losses

If an individual insurer's losses from certified acts of terrorism exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for the Federal Share of losses paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger".

The Federal Share and Program Trigger by calendar year are:

Calendar Year	Federal Share	Program Trigger
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000

Umbrella Insurance Policy



2020	80%	\$200,000,000
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Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to “certified acts of terrorism” exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. 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.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 37

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERLYING COVERAGE WARRANTY FOR CERTIFIED ACTS OF TERRORISM

With respect to any one or more "Certified Acts of Terrorism," we will be liable only for that portion of damages, subject to the Each Occurrence Limit stated in the Declarations, in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to the "Insured" during the Policy Period.

If you fail to comply with this Underlying Coverage Warranty for Certified Acts of Terrorism and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this warranty.

Certified Act of Terrorism means an act that is 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 pursuant to the Federal Terrorism Risk Insurance Act, including all amendments. The Federal Terrorism Risk Insurance Act sets forth the following criteria for a "Certified Acts of Terrorism":

1. The act resulted in aggregate losses in excess of \$5 million; and
2. 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.

This exclusion does not apply to the extent that insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 38

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION/NON-RENEWAL ENDORSEMENT – NEW YORK

Wherever used in this endorsement: 1) Insurer means “we”, “us”, “our” or the “Company” as those terms are defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) “Insured(s)” means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

A. CANCELLATION

1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer or the Insurer's licensed agent, stating when the cancellation is to be effective.
2. The Insurer may cancel the policy at any time and for any reason within the first sixty (60) days. The Insurer must mail or deliver written notice of cancellation to the Named Insured and to the Named Insured's authorized agent or broker at least twenty (20) days prior to the effective date of such cancellation.
3. After the policy has been in effect for sixty (60) days or more, or if this is a renewal policy, it may be canceled only for one of the following reasons:
 - a. Non-payment of premium provided; however, that a notice of cancellation on this ground shall inform the Insured of the amount due;
 - b. Conviction of a crime arising out of acts increasing the hazard insured against;
 - c. Any discovery of fraud or material misrepresentation relating to the obtaining of the policy or to a claim made under the policy;

Umbrella Insurance Policy



- d. After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
- e. Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- f. Determination by the Superintendent of Insurance that the continuation of the Insurer's present premium volume would jeopardize the solvency of the Insurer or be hazardous to the interests of the Policyholders, the Insurer's creditors or the public.
- g. Determination by the Superintendent that the continuation of the policy would violate, or would place the Insurer in violation of the New York Insurance laws.

The Insurer must mail or deliver written notice of cancellation to the Named Insured and the Named Insured's authorized agent or broker at least fifteen (15) days prior to the effective date of such cancellation. Notice of cancellation will state the effective date of cancellation. The policy will end on that date. The grounds for such cancellation will also be stated, and upon written request, the Insurer will furnish the facts upon which the cancellation is based.

4. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. NON-RENEWAL

1. The Insurer can non-renew the policy by mailing or delivering written notice to the Named Insured at the last mailing address known to the Insurer, and to the Named Insured's authorized agent or broker. At least sixty (60) days but not more than one hundred and twenty (120) days prior to the effective date of non-renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.
2. Like notice of non-renewal will state specific explanation of the reason(s) for non-renewal.

C. CONDITIONAL RENEWAL

1. If the Insurer conditions renewal of the policy upon:
 - a. Change of limits;
 - b. Change in type of coverage;
 - c. Reduction of coverage;
 - d. Increased deductible;
 - e. Addition of exclusion;
 - f. Increased premiums in excess of ten percent (10%), exclusive of any premium increase due to and commensurate with insured value added, or as a result of experience rating, retrospective rating or audit;

If the Insurer decides not to renew the policy or to conditionally renew the policy as provided in paragraphs above, the Insurer will mail or deliver written notice to the Named Insured at the address shown in the policy and to the Named Insured's authorized agent or broker at least sixty (60) days but not more than one hundred and twenty (120) days before:

- (1) The expiration date; or
- (2) The anniversary date if this is a continuous policy.

Umbrella Insurance Policy



2. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will include the specific reason(s) for non-renewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
3. If the Insurer violates any of the provisions of this subsection by sending the Named Insured an incomplete or late conditional renewal notice or a late non-renewal notice:
 - (1) Coverage will remain in effect at the same terms and conditions of the policy at the lower of the current rates or the prior period's rates until sixty (60) days after such notice is mailed or delivered, unless the Named Insured, during this sixty (60) day period, has replaced the coverage or elects to cancel.
 - (2) On or after the expiration date of the policy, coverage will remain in effect at the same terms and conditions of the policy for another policy period, at the lower of the current rates or the prior period's rates, unless the Named Insured during this additional policy period, has replaced the coverage or elects to cancel.

The Insurer will not send notice of non-renewal or conditional renewal if the Named Insured or their authorized agent or broker or another insurer of the Named Insured mails or delivers notice that the policy has been replaced or is no longer desired.

All other terms and conditions of the Policy remain unchanged.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 41

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL PURPOSE ENDORSEMENT

Effective February 15, 2021, Manuscript Endorsement - General Change Endorsement , Form Number 1150-UMB (Ed. 07 07), is added to the policy.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 42

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

It is hereby understood and agreed that Endorsement No. 38 Cancellation Non Renewal Endorsement - NY CN001-NYFTZ-1014 is hereby deleted in its entirety.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 43

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL PURPOSE ENDORSEMENT

Effective February 15, 2021, Manuscript Endorsement - Cancellation/Non-Renewal Endorsement – New York, Form Number 1150-UMB (Ed. 07 07), is added to the policy.

This endorsement does not change any other provision of the policy.

Umbrella Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 44

Named Insured:	Metropolitan Commercial Real Estate Association
Policy Number:	1000234040-05
Effective Date:	02/15/2021

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION/NON-RENEWAL ENDORSEMENT – NEW YORK

Wherever used in this endorsement: 1) Insurer means “we”, “us”, “our” or the “Company” as those terms are defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) “Insured(s)” means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

A. CANCELLATION

1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer or the Insurer's licensed agent, stating when the cancellation is to be effective.
2. The Insurer may cancel the policy at any time and for any reason within the first sixty (60) days. The Insurer must mail or deliver written notice of cancellation to the Named Insured and to the Named Insured's authorized agent or broker at least twenty (20) days prior to the effective date of such cancellation.
3. After the policy has been in effect for sixty (60) days or more, or if this is a renewal policy, it may be canceled only for one of the following reasons:
 - a. Non-payment of premium provided; however, that a notice of cancellation on this ground shall inform the Insured of the amount due;
 - b. Conviction of a crime arising out of acts increasing the hazard insured against;

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- c. Any discovery of fraud or material misrepresentation relating to the obtaining of the policy or a claim made under the policy;
- d. After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
- e. Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- f. Determination by the Superintendent of Insurance that the continuation of the Insurer's present premium volume would jeopardize the solvency of the Insurer or be hazardous to the interests of the Policyholders, the Insurer's creditors or the public.
- g. Determination by the Superintendent that the continuation of the policy would violate, or would place the Insurer in violation of the New York Insurance laws.

The Insurer must mail or deliver written notice of cancellation to the Named Insured and the Named Insured's authorized agent or broker at least fifteen (15) days prior to the effective date of such cancellation. Notice of cancellation will state the effective date of cancellation. The policy will end on that date. The grounds for such cancellation will also be stated, and upon written request, the Insurer will furnish the facts upon which the cancellation is based.

- 4. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. NON-RENEWAL

- 1. The Insurer can non-renew the policy by mailing or delivering written notice to the Named Insured at the last mailing address known to the Insurer, and to the Named Insured's authorized agent or broker. At least thirty (30) days but not more than one hundred and twenty (120) days prior to the effective date of non-renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 2. Like notice of non-renewal will state specific explanation of the reason(s) for non-renewal.

C. CONDITIONAL RENEWAL

- 1. If the Insurer conditions renewal of the policy upon:
 - a. Change of limits;
 - b. Change in type of coverage;
 - c. Reduction of coverage;
 - d. Increased deductible;

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e. Addition of exclusion:

f. Increased premiums in excess of ten percent (10%), exclusive of any premium increase due to and commensurate with insured value added or as a result of experience rating, retrospective rating or audit;

If the Insurer decides not to renew the policy or to conditionally renew the policy as provided in paragraphs above, the Insurer will mail or deliver written notice to the Named Insured at the address shown in the policy and to the Named Insured's authorized agent or broker at least thirty (30) days but not more than one hundred and twenty (120) days before:

(1) The expiration date; or

(2) The anniversary date if this is a continuous policy.

2. If notice is mailed proof of mailing will be sufficient proof of notice. Notice will include the specific reason(s) for non-renewal or conditional renewal including the amount of any premium increase for conditional renewal and description of any other changes.

3. If the Insurer violates any of the provisions of this subsection by sending the Named Insured an incomplete or late conditional renewal notice or a late non-renewal notice:

(1) Coverage will remain in effect at the same terms and conditions of the policy at the lower of the current rates or the prior period's rates until thirty (30) days after such notice is mailed or delivered, unless the Named Insured during this thirty (30) day period, has replaced the coverage or elects to cancel.

(2) On or after the expiration date of the policy, coverage will remain in effect at the same terms and conditions of the policy for another policy period, at the lower of the current rates or the prior period's rates unless the Named Insured during this additional policy period has replaced the coverage or elects to cancel.

The Insurer will not send notice of non-renewal or conditional renewal if the Named Insured or their authorized agent or broker or another insurer of the Named Insured mails or delivers notice that the policy has been replaced or is no longer desired.

This endorsement does not change any other provision of the policy.

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LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

COMMERCIAL UMBRELLA COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured as defined in **Insuring Agreement, V. DEFINITIONS**. The words "we," "us" and "our" refer to the Company providing this insurance. The word "Insured" means any person or organization qualifying as such in **Insuring Agreement, V. DEFINITIONS**. Words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITION** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the "Insured" those sums in excess of the "Retained Limit" that the "Insured" becomes legally obligated to pay by reason of liability imposed by law or assumed by the "Insured" under an "Insured contract" because of "bodily injury," "property damage," "personal injury," or "advertising injury" that takes place during the Policy Period and is caused by an "occurrence" happening anywhere. The amount we will pay for damages is limited as described below in the **Insuring Agreement Section II. LIMITS OF INSURANCE**.

II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 4. of the Declarations and the rules below state the most we will pay regardless of the number of:
 - 1. "Insureds"
 - 2. "claims" made or "suits" brought; or
 - 3. persons or organizations making "claims" or bring "suits."
- B. The General Aggregate Limit is the most we will pay for all damages covered under the **Insuring Agreement** in Section 1., except:
 - 1. Damages included in the "products-completed operations hazard"; and
 - 2. Coverage included in the policies listed in the Schedule of Underlying insurance to which no underlying aggregate limit applies.

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The amount stated on the declarations as the General Aggregate Limit is the most we will pay for all damages arising out of any "bodily injury," "property damage," "personal injury," or "advertising injury" subject to an aggregate limit in the "underlying insurance." The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the "underlying insurance."

- C. The Products-Completed Operations Aggregate Limit is the most we will pay for all damages included in the "products-completed operations hazard."
- D. Subject to **B**, or **C**, in Section **II, LIMITS OF INSURANCE**, whichever applies, the Each Occurrence Limit is the most we will pay for "bodily injury," "property damage," "personal injury," or "advertising injury" covered under the **Insuring Agreement** in Section **I** because of all "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of any one "occurrence."
- E. If the applicable Limits of Insurance of the policies listed in the Schedule of Underlying Insurance or of other insurance providing coverage to the "Insured" are reduced or exhausted by actual payment of one or more "claims," subject to the terms and conditions of this policy, we will:
 - 1. in the event of reduction, pay in excess of the reduced underlying Limits of Insurance, or:
 - 2. in the event of exhaustion, continue in force as "underlying insurance," but for no broader coverage than is available under this policy.
- F. 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 the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

G. Retained Limit

We will be liable only for that portion of damages, subject to the Each Occurrence Limit stated in the Declarations, in excess of the "retained limit," which is the greater of:

- 1. the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to the "Insured" during the Policy Period; or
 - 2. the amount stated in the Declarations as Self-Insured Retention as a result of any one "occurrence" not covered by the underlying policies listed in the Schedule of Underlying Insurance nor by any other insurance providing coverage to the "Insured" during the Policy Period;
- and then up to an amount not exceeding the Each Occurrence Limit as stated in the Declarations.

Once the Self-Insured Retention has been exhausted by actual payment of "Claims" in full by the "Insured," the Self-Insured Retention will not be reapplied or again payable by the "Insured" for said Policy Period.

III. DEFENSE

- A. We will have the right and duty to investigate any "claim" and defend any "suit" seeking damages covered by the terms and conditions of this policy when:
 - 1. the applicable Limits of Insurance of the underlying policies listed in the Schedule of Underlying Insurance and the Limits of Insurance of any other insurance providing coverage to the "Insured" have been exhausted by actual payment of "claims" for any "occurrence" to which this policy applies; or
 - 2. damages are sought for any "occurrence" which is covered by this policy but not covered by any underlying policies listed in the Schedule of Underlying Insurance or any other insurance providing coverage to the "Insured."
- B. When we assume the defense of any "claim" or "suit":



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1. We will investigate any “claim” and defend any “suit” against the “Insured” seeking damages on account of any “occurrence” covered by this policy. We have the right to investigate, defend and settle the “claim” or “suit” as we deem expedient.
2. All expenses we incur in the investigation of any “claim” or defense of any “suit” are in addition to our Limits of Insurance.
3. We will pay the following as expenses, to the extent that they are not included in the coverage in the underlying policies listed in the Schedule of Underlying Insurance or in any other insurance providing coverage to the “Insured.”
 - a. premiums on bonds to release attachments, which bond amounts will not exceed our Limits of Insurance, but we are not obligated to apply for or furnish any such bond;
 - b. premiums on appeal bonds, which bond amounts will not exceed our Limits of Insurance, required by law to appeal any claim” or “suit” we defend, but we are not obligated to apply for or furnish any such bond;
 - c. all costs taxed against the “Insured” in any “claim “ or “suit” we defend;
 - d. pre-judgment interest awarded against the “Insured” on the part of the judgment we pay that is within our applicable Limits of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest based on the period of time after the offer;
 - e. all interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within our applicable Limit of Insurance;
 - f. the “Insured’s” actual and reasonable expenses incurred at our request.
- C. We will not investigate any “claim” or defend any “suit” after our applicable Limits of Insurance have been exhausted by payment of judgments or settlements.
- D. In all other instances except Subsection A. in Section III., **DEFENSE**, we will not be obligated to assume charge of the investigation, settlement or defense of any “claim” or “suit” against the “Insured.” We will, however, have the right and will be given the opportunity to participate in the settlement, defense and trial of any “claim” or “suit” relative to any “occurrence” which, in our opinion, may create liability on our part under the terms of this policy. If we exercise such right, we will do so at our own expense.

IV. EXCLUSIONS

This insurance does not apply to:

- A. “Bodily injury” or “property damage” expected or intended from the standpoint of the “Insured.” This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.
- B. Any obligation of the “Insured” under a Workers Compensation, Unemployment Compensation or Disability Benefits Law, or under any similar law, regulation or ordinance.
- C. Any obligation of the “Insured” under the Employee Retirement Income Security Act of 1974 or any amendments to that act, or under any similar law, regulation or ordinance.
- D. Any obligation of the “Insured” under a No Fault, Uninsured Motorist or Underinsured Motorist law, or under any similar law, regulation or ordinance.
- E. “Property damage” to “impaired property” or property that has not been physically injured, arising out of:
 1. a defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
 2. a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- F. "Property damage" to "your product" arising out of it or any part of it.
- G. "Property damage" to "your work" arising out of it or any part of it and included in the "products—completed operation hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- H. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - 1. "your product";
 - 2. "your work"; or
 - 3. "impaired property"

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

- I. "Property damage" to property owned by the "Insured."
- J. "Personal injury" or "advertising injury":
 - 1. arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the "Insured" with knowledge of its falsity;
 - 2. arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;
 - 3. arising out of the willful violation of a penal statute or ordinance committed by or with consent of the "Insured"; or
 - 4. for which the "Insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the "Insured" would have in the absence of the contract or agreement.
- K. "Advertising injury" arising out of:
 - 1. breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - 2. the failure of goods, products or services to conform with advertised quality or performance;
 - 3. the wrong description of the price of goods, products or services; or
 - 4. an offense committed by an "Insured" whose business is advertising, broadcasting, publishing or telecasting.
- L. Any liability, including but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or in any way related to:
 - 1. The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release, or escape of "pollutants," however caused.
 - 2. Any request, demand or order that any "Insured" or others test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants." This includes demands, directives, complaints, "suits," orders or requests brought by any governmental entity or by any person or group of persons.
 - 3. Steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants."

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This exclusion will apply to any liability costs, charges, or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

As used in this exclusion "pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

- M. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
- N. Any liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:
1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including but not limited to manufacture, mining, use, sale, installation, removal, or distribution activities;
 2. exposure to testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or
 3. any obligation to investigate, settle or defend, or indemnify any person against any "claim" or "suit" arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.
- O. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of any:
1. refusal to employ or promote;
 2. termination of employment;
 3. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, discrimination or other employment related practices, policies, acts or omission; or
 4. consequential "bodily injury," "property damage," "personal injury" or "advertising injury" as a result of **O.1** through **O.3**.

This exclusion applies whether the "Insured" may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of "bodily injury," "property damage," "personal injury" or "advertising injury."

- P. "Bodily injury," "property damage," "personal injury" or "advertising injury" excluded by the **Nuclear Energy Liability Exclusion** attached to this Policy.
- Q. The following Items 1. through 4., except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy:
1. Liability of any employee with respect to "bodily injury" "property damage," "personal injury" or "advertising injury" to you or to another employee of the same employer injured in the course of such employment.
 2. "Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading" or "unloading" of any watercraft is owned, or chartered without crew, by or on behalf of any "Insured." This exclusion will not apply to watercraft while ashore on any premises owned by, rented to, or controlled by you.
 3. "Bodily injury" or "property damage," arising out of the ownership, maintenance, operation, use, "loading" or "unloading" of any aircraft, if such aircraft is owned, or hired without pilot or crew, by or on behalf of an "Insured."
 4. "Bodily injury" to:

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- a. an employee of any "Insured" arising out of and in the course of:
employment by any "Insured"; or
performing duties related to the conduct of any "Insured's" business; or
- b. the spouse, child, parent, brother or sister of that employee as a consequence of **Paragraph 4.a.**

This exclusion applies:

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

V. DEFINITIONS

- A. "Advertising injury" means injury arising solely out of advertising activities of any "Insured" as a result of one or more of the following offenses during the policy period:
 - 1. oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - 2. oral, written, televised, videotaped, or electronic publication of material that violates a person's right of privacy;
 - 3. misappropriation of advertising ideas or style of doing business;
 - 4. infringement of copyright, title or slogan; or
 - 5. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **A.1.** through **A.4.**
- B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. "Auto" does not include "mobile equipment."
- C. "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.
- D. "Claim" means any demand for monetary damages upon an "Insured" resulting from a covered "occurrence."
- E. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
 - 1. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - 2. you have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - 1. the repair, replacement, adjustment or removal of "your product" or "your work"; or
 - 2. your fulfilling the terms of the contract or agreement.
- F. "Insured" means each of the following, to the extent set forth:
 - 1. The Named Insured meaning:
 - a. Any person or organization listed in Item 1. of the Declarations, and any Company of which you own more than 50%, as of the effective date of this policy.
 - b. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify to be a Named Insured. However:

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- i. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period whichever is earlier;
 - ii. Coverage does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" that occurred before you acquired or formed the organization; and
 - iii. Coverage applies only if the organization is included under the coverage provided by the policies listed in the Schedule of Underlying Insurance and then for no broader coverage than is provided under such underlying policies.
2. If you are an individual, you and your spouse, but only with respect to the conduct of a business of which you are the sole owner as of the effective date of this policy.
3. If you are a partnership or joint venture, the partners or members and their spouses but only as respects the conduct of your business.
4. If you are a limited liability company, the members or managers but only as respects the conduct of your business.
5. Any person or organization, other than the Named Insured, included as an additional "Insured" by virtue of an "insured contract," and to which coverage is provided by the "underlying insurance," and for no broader coverage than is provided by the "underlying insurance" to such additional "Insured".
6. Any of your partners, executive officers, directors, or employees but only while acting within the scope of their duties.

However, The coverage granted by this Provision 6. does not apply to the ownership, maintenance, use, "loading" or "unloading" of any "autos," "aircraft or watercraft unless such coverage is included under the policies listed in the Schedule of Underlying Insurance and for no broader coverage than is provided under such underlying policies.

Employees include "leased workers", but not "temporary workers." Leased workers" are leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform related duties to the conduct of your business. "Leased workers" are not "temporary workers". "Temporary workers" are persons furnished to you to substitute for permanent employees on leave or to meet seasonal or short-term workload conditions.

7. Any person, other than one of your employees, or organization while acting as your real estate manager.
8. Any person (other than your partners, executive officers, directors, stockholders or employees) or organizations with respect to any "auto" owned by you, loaned to you or hired by you or on your behalf and used with your permission.

However, the coverage granted by this Provision 8. does not apply to any person using an "auto" while working in a business that sells, services, repairs or parks "autos" unless you are in that business.

9. No person or organization is an "Insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- G. "Insured contract" means any oral or written contract or agreement entered into by you and pertaining to your business under which you assume the "tort liability" of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. "Tort liability" means a civil liability that would be imposed by law in the absence of any contract or agreement.
- H. "Loading" or "unloading" means the handling of property:
1. after it is removed from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto".
 2. While it is in or on an aircraft, watercraft or "auto".

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3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered.

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

- I. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises you own or rent;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted;
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
5. vehicles not described in **1., 2., 3., or 4.**, above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment or
 - b. cherry pickers and similar devices used to raise or lower workers;
6. vehicles not described in **1., 2., 3., or 4.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos".

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- J. "Occurrence" means:

1. as respects "bodily injury" or "property damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions;
2. as respects "personal injury," an offense arising out of the business of any "Insured" that results in "personal injury." All damages that arise from the same or related injurious material or acts will be considered as arising out of one "occurrence," regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants;
3. as respects "advertising injury," an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All damages that arise from the same or related injurious material or acts will be considered as arising out of one "occurrence," regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

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- K. "Personal injury" means injury other than "bodily injury" or "advertising injury" arising out of one or more of the following offenses during the policy period:
1. false arrest, detention or imprisonment;
 2. malicious prosecution;
 3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 4. oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.
 5. oral, written, televised, videotaped, or electronic publication of material that violates a person's right of privacy; or
 6. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **K.1.** through **5.**
- L. "Products-completed operations hazard" means
1. all "bodily injury" and "property damage" from an "occurrence" taking place away from premises you own or rent and arising out of "your product" or "your work" except:
 - a. products that are still in your physical possession; or
 - b. work that has not yet been completed or abandoned.
 2. "Your work" will be deemed completed at the earliest of the following times:
 - a. When all the work called for in your contract has been completed.
 - b. When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 3. This "products-completed operations hazard" does not include "bodily injury" or "property damage" arising out of:
 - a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading" or "unloading" of it.
 - b. The existence of tools, uninstalled equipment or abandoned or unused materials.
- M. "Property damage" means:
1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
 2. loss of use of tangible property that is not physically injured. All such loss will be deemed to occur at the time of the "occurrence" that caused it.
- N. "Suit" means a civil proceeding which seeks monetary damages because of "bodily injury," "property damage," "personal injury," or "advertising injury" to which this insurance applies. "Suit" includes:
1. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 2. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.



Umbrella Insurance Policy

O. "Underlying insurance" means the insurance coverage provided under policies shown in the Schedule of Underlying Insurance, or any additional policies agreed to by us in writing. It includes any policies issued to replace those policies during the term of this insurance that provide:

1. at least the same policy limits; and
2. Insurance for the same hazards, except as to any modifications which are agreed to by us in writing.

P. "Your product" means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose business or assets you have acquired; and
2. Containers (other than vehicles) materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
2. the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

Q. "Your work" means:

1. work or operations performed by you or on your behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability performance or use of "your work"; and
2. the providing of or failure to provide warnings or instructions.

VI. CONDITIONS

A. Appeals

If the "Insured" or an "Insured's" underlying insurers do not appeal a judgment in excess of the Self-Insured retention, we have the right to make such an appeal. If we elect to appeal, our liability on such an award or judgment will not exceed our limits of insurance as stated in Item 4. of the Declarations plus the cost and expense of such appeal.

B. Audit

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three years after the expiration or termination of this policy.

C. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any "Insured" or the bankruptcy, insolvency or inability to pay of any of the Underlying Insurers will not relieve us from the payment of any "claim" or "suit" covered by this policy.

Umbrella Insurance Policy



Under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down and replace the Self-Insured Retention or assume any obligation with the Self-Insured Retention.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of nonpayment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other "Insureds" with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy and that is signed by one of our authorized representatives.

F. Duties in The Event of An Occurrence, Claim or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a "claim" or "suit" under this policy. To the extent possible, notice will include:
 - a. How, when and where the "occurrence" took place;
 - b. The names and addresses of any injured person and witnesses;
 - c. The nature and location of any injury or damage arising out of the "occurrence."
2. If a "claim" or "suit" against any "Insured" is reasonably likely to involve this policy you must notify us in writing as soon as practicable.
3. You and any other involved "Insured" must
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and

Umbrella Insurance Policy



- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "Insured" because of injury or damage to which this insurance may also apply.
4. The "Insured's" will not, except at their own cost, voluntarily make a payment assume any obligation, or incur any expense, other than for first aid, without our consent.

G, Inspection

We have the right, but are not obligated, to inspect the premises and operations of any "Insured" at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations of any "Insured" and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of any employees or the public. We do not warrant that the premises or operations of any "Insured" are safe or healthful or that they comply with laws, regulations, codes or standards.

H. Legal Actions Against Us

There will be no right of action against us under this insurance unless:

1. you have complied with all the terms of this policy; and
2. the amount you owe has been determined by settlement with our consent or by actual trial and final judgment;

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

I. Maintenance of Underlying Insurance

During the period of this policy, you agree:

1. to keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. that any renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be more restrictive in coverage
3. that the limits of insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by payment of "claims" or "suits" for "occurrences" covered by "underlying insurance"; and
4. that the terms, conditions and endorsements of the policies listed in the Schedule of Underlying Insurance will not change during the period of this policy such as to increase the coverage afforded under this policy.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

J. Other Insurance

If other insurance applies to a loss that is also covered by this policy, this policy will apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy.

K. Premium

The first Named Insured designated in Item 1. of the Declarations will be responsible for payment of all premiums when due.

The premium for this policy will be computed on the basis set forth in Item 3. of the Declarations. At the beginning of the policy period, you must pay us the Advance Premium shown in Item 3. of the Declarations.

When this policy expires or if it is canceled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure basis will be used to compute the earned

Umbrella Insurance Policy



premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event we will retain the Minimum Premium as shown in Item 3. of the Declarations for each twelve months of our policy period.

L. Separation of Insured

Except with respect to our Limits of Insurance and any rights or duties specifically assigned to the first Named Insured designated in Item 1. of the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each "Insured" against whom "claim" is made or "suit" brought.

M. Transfer of Rights of Recovery Against Others to Us

If any "Insured" has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The "Insured" must do nothing after loss to impair those rights and must help us enforce them.

Any recoveries will be applied as follows:

1. any interests, including the "Insured," that have paid an amount in excess of our payment under this policy will be reimbursed first;
2. we then will be reimbursed up to the amount we have paid; and
3. lastly, any interests, including the "Insured," over which our insurance is excess, are entitled to claim the residue.

Expenses incurred in the exercise of rights of recovery will be apportioned between the interests, including the "Insured," in the ratio of their respective recoveries as finally settled.

N. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes of the state where this policy is issued are amended to conform to such statutes.

If we are prevented by law or statute from paying on behalf of an "Insured," then we will, where permitted by law or statute, indemnify the "Insured" for those sums in excess of the Self-Insured Retention.

O. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first Named Insured designated in Item 1. of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

P. When Loss is Payable

Coverage under this policy will not apply unless and until any "Insured" or an "Insured's" underlying insurer is obligated to pay the Self-Insured Retention.

When the amount of loss has finally been determined, we will promptly pay on behalf of the "Insured" the amount of loss falling within the terms of this policy.

You will promptly reimburse us for any amount within the Self-Insured Retention advanced by us at our discretion on behalf of any "Insured."

In witness whereof, the company has caused this policy to be signed by its President and its Secretary and Countersigned: by a duly authorized representative of the company.

Umbrella Insurance Policy



A handwritten signature in black ink, appearing to read "Matthew P. Dolan".

PRESIDENT
Matthew P. Dolan

A handwritten signature in black ink, appearing to read "Mark C. Touhey".

VICE PRESIDENT and SECRETARY
Mark C. Touhey

Liberty Mutual Group California Privacy Notice

Commercial Lines (excluding Workers' Compensation)
(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code § 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How We Get the Personal Data:

We gather your personal data directly from you . For example, you provide us with data when you:	We also gather your personal data from other people . For example:
▪ ask about, buy insurance or file a claim	▪ your insurance agent or broker
▪ pay your policy	▪ your employer, association or business (if you are insured through them)

▪ visit our websites, call us, or visit our office	▪ our affiliates or other insurance companies about your transactions with them
	▪ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	▪ other public directories and sources
	▪ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, experts loss adjusters and claim handlers
	▪ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

For information about how we have collected personal data in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<u>Business Purpose</u>	<u>Data Categories</u>
Market, sell and provide insurance. This includes for example: <ul style="list-style-type: none"> • calculating your premium; • determining your eligibility for a quote; • confirming your identity and service your policy; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
Manage your claim. This includes, for example: <ul style="list-style-type: none"> • managing your claim, if any; • conducting claims investigations; • conducting medical examinations; • conducting inspections, appraisals; • providing roadside assistance; • providing rental car replacement, or repairs; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data

<p>Day to Day Business and Insurance Operations. This includes, for example:</p> <ul style="list-style-type: none"> • creating, maintaining, customizing and securing accounts; • supporting day-to-day business and insurance related functions; • doing internal research for technology development; • marketing and creating products and services; • conducting audits related to a current contact with a consumer and other transactions; • as described at or before the point of gathering personal data or with your authorization; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Security and Fraud Detection. This includes for example:</p> <ul style="list-style-type: none"> • detecting security issues; • protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; • managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs • help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management; • supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Regulatory and Legal Requirements. This includes for example:</p> <ul style="list-style-type: none"> • controls and access rights management; • to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; • exercising and defending our legal rights and positions; • to meet Liberty contract obligations; • to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; • as otherwise permitted by law. 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data

<p>Improve Your Customer Experience and Our Products. This includes for example:</p> <ul style="list-style-type: none"> • improve your customer experience, our products and service; • to provide, support, personalize and develop our website, products and services; • create and offer new products and services; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Analytics to identify, understand and manage our risks and products. This includes for example:</p> <ul style="list-style-type: none"> • conducting analytics to better identify, understand and manage risk and our products; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Customer service and technical support. This includes for example:</p> <ul style="list-style-type: none"> • answer questions and provide notifications; • provide customer and technical support; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data

How Does Liberty Mutual Share My Data?

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

Identifiers
Protected Classification Characteristics;
Internet or other similar network activity;
Inferences drawn from other personal information;
Professional, employment, and education information;

Personal Data;
Commercial Information;
Claims Data;
Risk Data;

For information about how we have shared personal information in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

What Privacy Rights Do I Have?

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

Access or Deletion

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

You can make a request by either:

Calling: 800-344-0197

Online: libertymutualgroup.com/privacy-policy/data-request

Mail: Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116
Attn: Privacy Office

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Response Timing

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Rights to opt in and out of data selling

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

No account needed

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

No discrimination

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that may receive a different price or rate for goods or services, or a different level or quality of goods or services.

Will Liberty Mutual Update This Privacy Notice?

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

Who Do I Contact Regarding Privacy?

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

Phone: 800-344-0197

Email: privacy@libertymutual.com

Postal Address: Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116
Attn: Privacy Office