

Utica First Insurance Company

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COMMERCIAL

UMBRELLA / EXCESS

LIABILITY

PROGRAM

COMMERCIAL UMBRELLA/EXCESS LIABILITY PROGRAM UTICA FIRST INSURANCE COMPANY

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INTRODUCTION

This manual contains the rules and rating information for writing commercial umbrella/excess liability coverage.

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RULE 1 -- ELIGIBILITY

1.1 Eligibility Requirements

A Commercial Umbrella\Excess Liability policy can be issued to the owner or operator of a business when underlying commercial liability coverage for premises and operations, products/completed work, professional liability, etc. is provided by AAIS forms GL-200, GL-100, or other comparable liability forms.

Use Form UM 0200 to provide Commercial Umbrella/Excess Liability Coverage.

1.2 Submit to Company

Refer to the company for eligibility requirements related to the underlying automobile exposures.

1.3 Eligibility of Exposures

GENERAL

This program contains the rules governing the writing of Commercial Umbrella Liability Policies. This Insurance is designed to cover the liability needs of the Business Community for small to medium sized risks. Umbrella Liability Insurance is provided over Declared Primary Liability Insurance.

SCOPE OF COVERAGE

The policy will pay, on behalf of the insured, the ultimate net loss in excess of the retained limit which the insured shall become legally obligated to pay as damages because of Bodily Injury, Property Damage, Personal Injury or Advertising Liability. Retained limit is the limit on other policies that the insured is required to carry, or the Self-Insured Retention (Deductible), for those exposures where primary coverage is not required. Ultimate net loss is the amount actually paid in settlement or satisfaction for loss in which the insured is liable.

LIMITS OF LIABILITY

The program is for a basic policy limit of \$1,000,000. Increased limits up to a total policy limit of \$5,000,000 are available. These limits contemplate that the basic Self-Insured Retention (Deductible) shall be \$10,000 of the ultimate net loss.

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INELIGIBLE EXPOSURES

A. Insurance policies classified as, or covering, the following are ineligible exposures:

1. Fiduciary Liability
2. Financial Guarantee and Insolvency
3. Nuclear Energy Liability
4. S.E.C. (Security and Exchange Liability)
5. Directors and Officers Liability (Except for churches & Condominiums)
6. ERISA Liability
7. Boiler and Machinery
8. Railroad Liability
9. Hospital Professional Liability
10. Environmental Impairment Liability/Pollution Liability
11. Aggregate Workers' Compensation
12. War Risk
13. Products Integrity, Impairment or Products Recall.
14. Employment Practices Liability

B. Risks classified as, or whose principal exposure to loss are categorized by the following, are ineligible for coverage under this program (Principally = 51% or greater):

1. Admiralty/Jones Act, Federal Employers Liability Act, or Longshoremen's and Harbor Workers Act
2. Airports, Dams, Reservoirs, Tunnels, Bridge
3. Amusement Parks, Carnivals, Circuses, Fairs, Zoos, and Rides, either operation or manufacture
4. Asbestos manufacturing, handling, or distribution
5. Association, Pool, and Syndicate business, to include business accepted by the Company as reinsurance

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6. Automobile exposure relative to:
 - a) Automobile driver with more than two moving violations or at-fault accidents in a three-year period or any convictions for DUI
 - b) Automobile manufacturing, including Mobile Homes, Trailers, and Snowmobiles, including critical parts, etc.
 - c) Automobile racing and race tracks
 - d) Automobile vehicle leasing or rental agencies, except customer service rentals
 - e) Automobile – Taxicabs, Buses, School buses, or any public livery (school bus or public livery vans – owned by Churches, eligible school risks and condo or apartment complex’s are acceptable)
 - f) Automobile – Transporting of Explosives, Munitions, or Chemicals, not limited to Gasoline, Liquefied Petroleum Gases, Butane, or Propane (except Gasoline, if incidental to insured’s principal operations)
 - g) Truckmen/Common Carriers
 - h) Automobile Fleets consisting principally of heavy (20,001-45,000 Lbs. GVW) or extra heavy (45,001 lbs. GVW and up) Licensed Power Units.
7. Aviation – Aircraft or Aircraft parts, either manufacturing, handling, or assembly thereof
8. Boiler or Pressure Vessels, manufacture, service, or assembly thereof
9. Chemicals, Fertilizers, Insecticides, Herbicides, Animal Feed, either manufacturing, blending, mixing, or application thereof
10. CATV – (Community Antenna T.V. or Cable T.V.) except if subject to specific limitation endorsement

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11. Contractors engaged in/or construction of:
 - a) Blasting
 - b) Bridges (except road overpass type)
 - c) Chimney (commercial type)
 - d) Dams and reservoirs
 - e) Demolition or wrecking
 - f) Erection of iron and steel (over 3 stories)
 - g) Excavation below ground level of abutting or adjoining structures
 - h) Petroleum and/or chemical, including service
 - i) Pile Driving or shoring of existing foundation
 - j) Steeples
 - k) Towers
 - l) Tunneling
 - m) Underpinning
 - n) Waste Sites
 - o) Railroads

12. Drugs, Pharmaceuticals and Vitamins, Cosmetics, Hair, and Skin Products manufacturing or importing, other than retail stores

13. Explosives, Ammunition, Magnesium, Fuses, Fireworks, Celluloid, or Pyroxylin, including the manufacturing, handling, storage, and/or distribution

14. Fumigating or Exterminating

15. Grain Elevator and storage operations

16. Liquor Liability on risks classified as nightclubs or taverns. Eligible accounts: package stores, distributors and restaurants whose liquor receipts are less than 40% of annual receipts

17. Installation, manufacture, or servicing of any vertical or above the ground contrivance for the movement of people, such as, but not limited to, Elevators, Escalators, Trains or Trams, Ski Lifts or Tows

18. Installation or manufacture of Sprinklers, Fire Alarms, Burglar Alarms, or any other such safety devices other than smoke detectors

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19. Legal Liability – for personal goods of others when a known exposure exists, unless liability for personal property in the Insured’s care, custody or control is excluded. Examples of such exposure would be:
 - a) Bailees
 - b) Exhibition
 - c) Motor Truck Cargo
 - d) Terminals
 - e) Warehouses
 - f) Hotels
20. Liquefied Petroleum Gas – distribution, handling, manufacturing, or storage of, except for small propane tank exchange exposure, which is eligible
21. Logging and Lumbering
22. Marine Operation, including stevedoring and sub-aqueous work and/or repair of navigation of Vessels and Barges, including operation of docks, quays, wharves, or dry-docks
23. Municipalities
24. Oil and Gas, Petroleum and Petrochemical refining, exploration and drilling and/or distribution or sale of any volatile products (except Fuel Oil Dealers with incidental gasoline and service stations)
25. Oil Lease Operators, Drillers, or Exploration
26. Police, Fire, or emergency vehicles
27. Power Equipment rented to others

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28. Professional Errors and Omissions Liability – all except for, the following and then subject to a Following Form Provision:
 - a) Barber/Beauty Shops
 - b) Cemeteries
 - c) Druggists
 - d) Hearing Aid Stores
 - e) Morticians
 - f) Opticians
 - g) Optometrists
 - h) Veterinarians (pet type only)
 - i) Pastoral Professional
 - j) Printers
29. Publishing, Advertising operations (unless Personal Injury and E&O are excluded)
30. Riggers Liability
31. Risks in the business or manufacture or assembly of :
 - a) Automobiles
 - b) Cranes
 - c) Industrial and Farm Machinery
 - d) Ladders
 - e) Medical Products
 - f) Scaffolding
 - g) Toys
 - h) Snowmobiles
 - i) Valves
 - j) Athletic Devices
 - k) Boats, ships, or critical parts
 - l) Wire Rope and Rope
 - m) Industrial Pumps
32. Schools and Colleges with more than 1,500 students
33. Security Guards or Detective Agencies
34. Tire (all types) manufacturing or recapping
35. Tobacco manufacturers or processors
36. Underground Mining or Tunnel Operations
37. Utilities

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RULE 2 -- PROGRAM DESCRIPTION

2.1 Policy Form

The UM 0200 Commercial Umbrella/Excess Liability Coverage provides excess following form liability coverage for those policies listed in the schedule of underlying insurance on the declarations page of the policy. Coverage is provided on either an occurrence or a claims-made basis following the underlying coverage form.

Umbrella liability coverage is provided on a drop down occurrence basis over a self-insured retention for liability not covered by scheduled underlying insurance. Umbrella liability coverage is also provided on a drop down occurrence basis for liability covered by "other insurance". Other insurance is insurance that is available to an insured that is neither scheduled underlying insurance nor insurance that has been purchased to apply specifically excess of the coverage provided by the UM 0200.

2.2 Principal Coverages

The following is a general description of the principal coverages provided by the Commercial Umbrella/Excess Liability Coverage Form. The policy form should be consulted for specific coverage elements, exclusions, and conditions.

2.2.1 Coverage E -- Excess Liability

When underlying coverage is provided on an occurrence basis, Coverage E provides following form coverage for claims of bodily injury, property damage, personal injury, and advertising injury in excess of underlying insurance arising out of the premises and operations exposures of the insured's business. Coverage is also provided for claims of bodily injury and property damage in excess of underlying insurance arising out of products and completed work exposures of the insured's business. This coverage is provided on an occurrence basis when the underlying coverage is provided on an occurrence basis.

Coverage E also provides the following form coverage for claims of bodily injury and property damage in excess of underlying insurance caused by watercraft, motor vehicles, mobile equipment, or recreational vehicles. Excess coverage does not include automobile no fault, uninsured motorist, underinsured motorist, or similar coverage.

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Coverage E will also provide the following form coverage for claims caused by a negligent act, error, omission, injury, event, incident, or offense covered by underlying insurance that is written on a claims-made basis. If underlying insurance provides an extended reporting period, then Coverage E will provide an Extended Reporting Period subject to the same terms of the extended reporting period provided by underlying insurance.

The terms, definitions, conditions, and exclusions of the policies of underlying insurance govern the coverage provided by Coverage E except for provisions pertaining to premium, right of recovery, cancellation, insurance under more than one policy, defense, limits, any agreement to renew, and other terms under Coverage E.

2.2.2 Coverage U -- Umbrella Liability

Coverage U provides umbrella liability coverage for claims of bodily injury, property damage, personal injury, and advertising injury in excess of either the retained limit or the amount payable under other insurance, whichever is greater, arising out of the premises and operations exposures of the insured's business. Coverage is also provided for claims of bodily injury and property damage in excess of either the retained limit or the amount payable under other insurance, whichever is greater, arising out of the products and completed work exposures of the insured's business. This coverage is provided on an occurrence basis.

Coverage U does not provide coverage for claims arising out of automobiles, aircraft, watercraft, mobile equipment, or recreational vehicles.

2.3 Policy Limits

2.3.1 Each Occurrence Limit

The basic each occurrence limit for the Commercial Umbrella/Excess Liability Coverage, form UM 0200, is \$1,000,000 for each occurrence.

Higher Each Occurrence Limits are available. Use the rating information shown in this manual.

Show the Each Occurrence Limit on the declarations.

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2.3.2 Aggregate Limits

The Commercial Umbrella/Excess Liability Coverage provided by the UM 0200 is subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit described below.

- General Aggregate Limit -- The General Aggregate Limit is the most that will be paid during a 12 month policy period for all covered damages, except damages included in the products/completed work hazard. The General Aggregate Limit is equal to twice the Each Occurrence Limit.
- Product/Completed Work Hazard Aggregate Limit -- The Products/Completed Work Hazard Aggregate Limit is the most that will be paid during a 12 month policy period for damages included in the products/completed work hazard.
- The Products/Completed Work Hazard Aggregate Limit is equal to twice the Each Occurrence Limit.
- Show the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit on the declarations.

2.4 Underlying Insurance -- Minimum Limits

The coverage provided under Coverage E and Coverage U of form UM 0200 applies in excess of the limits that apply to underlying insurance. Minimum limits for underlying insurance are determined by the assignment of catastrophe potential to each coverage of underlying insurance (see Rule 7, Step 2).

The minimum limits for underlying insurance are specified below. The following limits are absolute minimums, higher limits may be required on certain risks. Sub limits offered on primary underlying policies will not cause the umbrella policy to drop down below the following underlying liability limits.

- LOW: This classification represents a very limited chance of a catastrophic loss. There is very remote chance that limits of underlying insurance will be exhausted by a series of smaller losses.
- MEDIUM: This classification represents a moderate catastrophe potential. Underlying limits are not likely to be exhausted by a series of small losses.
- HIGH: This represents the greatest exposure to a catastrophic loss. This classification is also used for that part of an umbrella risk where underlying insurance might become exhausted through a series of small losses.

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--	Commercial Liability -- Low Hazard (BOP/ CPP only)	
	Each Occurrence Limit:	\$500,000
	Personal Injury Liability & Advertising Injury Liability Limit:	\$500,000
	General Aggregate Limit:	\$1,000,000
	Products/Completed Work Aggregate Limit:	\$1,000,000
--	Commercial Liability -- Medium Hazard	
	Each Occurrence Limit:	\$1,000,000
	Personal Injury Liability & Advertising Injury Liability Limit:	\$1,000,000
	General Aggregate Limit:	\$2,000,000
	Products Completed Work Aggregate Limit:	\$2,000,000
--	Commercial Liability -- High Hazard	
	Each Occurrence Limit:	\$1,000,000
	Personal Injury Liability & Advertising Injury Liability Limit:	\$1,000,000
	General Aggregate Limit:	\$2,000,000
	Products/Completed Work Aggregate Limit:	\$2,000,000
--	Comprehensive Commercial Auto Liability and Garage Liability Low and Medium Hazard (BOP/ CPP only)	
	Combined Single Limit (Per Occurrence):	\$500,000
	Or Bodily Injury Per Person Limit:	\$500,000
	Bodily Injury Per Occurrence Limit:	\$500,000
	Property Damage Per Occurrence Limit:	\$100,000
--	Comprehensive Commercial Auto Liability and Garage Liability High Hazard	
	Combined Single Limit (Per Occurrence):	\$1,000,000
	Or Bodily Injury Per Person Limit:	\$1,000,000
	Bodily Injury Per Occurrence Limit:	\$1,000,000
	Property Damage Per Occurrence Limit:	\$100,000
--	Heavy Trucks (over 20,000 Gross Vehicle Weight), Tractor Trailers, or Trucks requiring state or Interstate Commerce Commission filings and Passenger Vans with a capacity of 12 passengers or more and Motor Homes or Other Licensed Motor Vehicles	
	Combined Single Limit (Per Occurrence):	\$1,000,000
	Or Bodily Injury Per Person Limit:	\$1,000,000
	Bodily Injury Per Occurrence Limit:	\$1,000,000
	Property Damage Per Occurrence Limit:	\$100,000

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- Employers Liability -- Low and Medium Hazard

Bodily Injury by Accident:	\$100,000	Each Accident
Bodily Injury by Disease:	\$100,000	Each Employee
Bodily Injury by Disease:	\$500,000	Aggregate Limit

- Employers Liability -- High Hazard

Bodily Injury by Accident:	\$500,000	Each Accident
Bodily Injury by Disease:	\$500,000	Each Employee
Bodily Injury by Disease:	\$500,000	Aggregate Limit

- Watercraft Liability:

Combined Single Limit:	\$500,000
Or Bodily Injury Each Person Limit:	\$500,000
Bodily Injury Per Occurrence Limit:	\$500,000
Property Damage Per Occurrence Limit:	\$100,000

- Miscellaneous Liability (Includes Liquor Legal Liability):

Each Occurrence Limit / Each Person:	\$500,000
Aggregate Limit / Each Common Cause:	\$1,000,000

- Employee Benefits Liability:

(Claim made - no retro date prior to inception – no supplemental Extended Reporting Period)

Each Claim:	\$500,000
Aggregate Limit:	\$500,000

- Directors & Officers
(Church & Condo only)

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

- Non-owned Auto must be written at the same minimum underlying limits as required on owned vehicles

- Unlicensed Recreational Vehicles – ineligible class

Show the underlying insurance limits on the Declarations or Supplemental Schedule of Underlying Insurance.

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2.5 Retained Limit

When Coverage U -- Umbrella Liability Coverage applies to an occurrence that is not covered by underlying insurance or other insurance, form UM 0200 will apply in excess of a \$10,000 Retained Limit. Show the Retained Limit on the Declarations.

2.6 Minimum Premium – over Businessowners (BOP) and Combination Package Policy (CPP) Forms

Commercial Umbrella/Excess Liability Coverage is subject to the minimum premiums shown below.

Minimum Premiums:

First \$1,000,000

- a) Risks with one maximum owned Automobile exposure (PPT/LT/MED) and receipts of under \$500,000. (\$5,000,000 on office exposures)
 - \$400 in in CT, MA, MD, NJ, OH, PA, VA
 - \$375 in NY

- b) Risks with up to three PPT/LT/MED Vehicles and/or receipts of more than \$500,000 but less than \$1,000,000. (\$5,000,000 on office exposures)
 - \$600

- c) All other commercial risks exceeding the above. Auto fleets exceeding three PPT/LT/MED vehicles and/or HVY/XHVY vehicles, and/or receipts greater than \$1,000,000 (\$5,000,000 on office exposures)
 - \$850

EACH additional \$1,000,000 in excess of \$1,000,000 to a total limit of \$5,000,000:

- \$350 for EACH additional \$1,000,000 of coverage

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Minimum Premium – over Artisan Contractor Policy (ART) Form

Commercial Umbrella/Excess Liability Coverage is subject to the minimum premiums shown below.

Minimum Premiums:

- a) Risks with two maximum owned Automobile exposures (PPT/LT/MED) and receipts of under \$1,000,000:
 - \$750 per \$1million layer in 5 Boroughs of New York, Nassau, Suffolk & Westchester Counties
 - \$500 per \$1million layer in all other territories and states

- b) Risks with three or more owned Automobile exposures (PPT/LT/MED) and/or HVY/XHVY vehicles and receipts of under \$1,000,000:
 - \$1,000 per \$1million layer in 5 Boroughs of New York, Nassau, Suffolk & Westchester Counties
 - \$750 per \$1million layer in all other territories and states

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2.7 MOTEL AND HOTEL RATING

Underwriting Guidelines

- 100 rooms maximum
- Not greater than four stories in height

Rating:

First \$1,000,000:

- a) Rate per room with no pool exposure
 - Territory I \$40
 - Territory II \$30
- b) Rate per room with pool exposure
 - Territory I \$45
 - Territory II \$35

Each additional \$1,000,000 in excess of \$1,000,000 to a total policy limit of \$5,000,000

-- 50% of the premium charged for the preceding \$1,000,000

Above rating is subject to minimum premiums specified in Rule 2.6

TERRITORY DEFINITIONS

Territory I:

NEW JERSEY	Camden, Hudson, Bergen, Essex, Union, Passaic, Morris, Atlantic
NEW YORK	Bronx, Kings, Queens, New York City, Richmond, Nassau, Suffolk, Westchester
OHIO	Cuyahoga, Lake, Lorain
PENNSYLVANIA	Philadelphia, Montgomery, Delaware, Chester, Bucks, Allegheny

Territory II: All states and counties not specified.

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2.8 DIRECTORS AND OFFICERS LIABILITY RATING

Underwriting Guidelines:

Church and Condominium risks only
\$1,000,000 underlying limit

Rating

Minimum premium (or actual premium if greater than minimum), plus \$100 surcharge for D & O per million

2.9 HABITATIONAL: APARTMENT/CONDOMINIUM RATING

Underwriting Guidelines:

- No greater than five (5) stories in height
- Pool must be fenced/gated. Diving board would render account ineligible; diving boards must be removed for risks to become eligible.
- Age/construction/height/presence of smoke detectors, must be documented. Properties older than 75 years should have mechanicals updated.

Rating:

- Rate per unit: \$10 to \$30 per. Rating judgment based on: # of stories/age/height/pool exposure/urban vs. rural location.

2.10 PREMIUM MODIFICATIONS

Premiums may be modified (if justified) by a schedule credit not to exceed 15% in New York or 25% in Connecticut, New Jersey, Ohio, or Pennsylvania without regard to territory.

2.11 MAXIMUM RISK SIZE LIMITATIONS

Risks with receipts of more than \$15,000,000 and/or developing a first \$1,000,000 umbrella premium of more than \$10,000 are ineligible for this program and shall be referred to the open market.

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2.12 RATING FACTORS

- A. Premiums shall be determined by applying the following difference in limit (D.I.L.) factors to the primary modified premiums for the first \$1,000,000 of umbrella premium subject to minimum premiums in Rule 2.6.
- B. Each additional \$1,000,000 in excess of \$1,000,000 to a total policy limit of \$5,000,000 shall be rated at 50% of the preceding \$1,000,000 subject to minimum premiums in Rule 2.6.

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RULE 3 -- POLICYWRITING INSTRUCTIONS

3.1 Policy Format

The commercial umbrella/excess liability consists of form UM 0200, Commercial Umbrella/Excess Liability Coverage.

Refer to the forms and endorsements listing to determine if any mandatory endorsements apply.

3.2 Policy Term

Commercial Umbrella/Excess Liability policies may be written for a term of one year.

A policy may be written for a term of less than one year in order to maintain common anniversary dates with other policies. Prorate the annual premium.

3.3 Endorsements

Information called for as entries on endorsements can be shown on the declarations page or a supplemental schedule instead.

3.4 Cancellations or Reductions in Limits or Coverages

If the policy is canceled or the limits are reduced, the amount of any return premium due is calculated on a pro rata basis.

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RULE 4 -- ADDITIONAL EXCLUSIONS

4.1 Exclusion -- Auto Liability -- Coverage E

Coverage can be excluded under Coverage E for injury or damage arising out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, or loading or unloading of any auto.

Attach endorsement UM 0251.

4.2 Exclusion -- Designated Auto -- Coverage E

Coverage can be excluded under Coverage E for injury or damage arising out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, or loading or unloading of designated autos.

Attach endorsement UM 0252 and describe the excluded vehicle.

4.3 Exclusion -- Non-Owned Auto Liability Coverage -- Hired Auto Liability Coverage -- Coverage E

Coverage can be excluded under Coverage E for bodily injury or property damage arising out of the use of a non-owned auto in the insured's business or arising out of the maintenance or use of a hired auto by the insured or his employees in the course of the insured's business.

Attach endorsement UM 0253.

4.4 Exclusion -- Contractual Liability -- Coverage U

Coverage can be excluded under Coverage U for the tort liability of another assumed under a contract or an agreement to pay damages because of bodily injury, property damage, personal injury, or advertising injury to a third party or organization.

Attach endorsement UM 0254.

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4.5 Exclusion -- Contractual Liability -- Coverage E

Coverage can be excluded under Coverage E for the tort liability of another assumed under a contract or an agreement to pay damages because of injury or damage to a third party or organization.

Attach endorsement UM 0255.

4.6 Exclusion -- Products/Completed Work Hazard -- Coverage E

Coverage can be excluded under Coverage E for bodily injury or property damage arising out of the products/completed work hazard.

Attach endorsement UM 0257.

4.7 Exclusion -- Products/Completed Work Hazard -- Coverage U

Coverage can be excluded under Coverage U for bodily injury or property damage arising out of the products/completed work hazard.

Attach endorsement UM 0258.

4.8 Exclusion -- Designated Products -- Coverages E and U

Coverage can be excluded under Coverages E and U for liability included in the products/completed work hazard arising out of specifically described products.

Attach endorsement UM 0259 and describe the product.

4.9 Exclusion -- Designated Work -- Coverages E and U

Coverage can be excluded under Coverages E and U for liability included in the products/completed work hazard arising out of specifically described work.

Attach endorsement UM 0260 and describe the work.

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4.10 Exclusion -- Designated Premises -- Coverages E and U

Coverage can be excluded under Coverages E and U for liability arising out of the ownership, maintenance, or use of a designated premises. Also excluded are operations that are necessary or incidental to the designated premises.

Attach endorsement UM 0262 and describe the premises.

4.11 Exclusion -- Designated Project -- Coverages E and U

Coverage can be excluded under Coverages E and U for liability for individual projects. The exclusion applies to projects away from premises owned by or rented to the insured.

Attach endorsement UM 0264 and describe the project.

4.12 Exclusion Personal and Advertising Injury Liability -- Coverages E and U

Coverage can be excluded under Coverages E and U for liability arising out of personal injury and advertising injury.

Attach endorsement UM 0267.

4.13 Exclusion -- Personal Injury Liability -- Coverages E and U

Coverage can be excluded under Coverages E and U for liability arising out of personal injury.

Attach endorsement UM 0268

4.14 Exclusion -- Advertising Injury Liability -- Coverages E & U

Coverage can be excluded under Coverages E and U for liability arising out of advertising injury.

Attach endorsement UM 0269.

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4.15 Exclusion -- Personal Property -- Care, Custody, & Control -- Coverages E and U

Coverage can be excluded under Coverages E and U for liability arising out of damage to personal property in the care, custody, or control of the insured.

Attach endorsement UM 0270.

4.16 Exclusion -- Real Property -- Care, Custody, and Control -- Coverages E and U

Coverage can be excluded under Coverages E and U for liability arising out of damage to real property in the care, custody, or control of the insured.

Attach endorsement UM 0271.

4.17 Exclusion -- Real and Personal Property -- Care, Custody, and Control -- Coverages E and U

Coverage can be excluded under Coverages E and U for liability arising out of damage to both real and personal property in the care, custody, and control of the insured.

Attach endorsement UM 0272.

4.18 Known Injury or Damage Amendments -- Coverage E

The Coverage E insuring agreement can be amended by stating that coverage for bodily injury or property damage that is a continuation of injury or damage known by a designated insured prior to the policy period is excluded. The insuring agreement is further modified to state that bodily injury or property damage which is not a continuation of injury or damage known by a designated insured to have occurred prior to the policy period includes any continuation of that injury or damage after the end of the current policy period. The Defense Coverage provisions are also amended with addition of a paragraph stating the insurer has no duty to defend a suit seeking damages because of bodily injury or property damage known by a designated insured as stated in the Knowledge of Bodily Injury or Property Damage Condition prior to the inception date of this policy period.

Attach endorsement UM 0273.

4.19 Exclusion -- Professional Liability -- Coverage E

Coverage can be excluded under Coverage E for professional liability.

Attach endorsement UM 0275.

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4.20 Directors and Officers Liability Exclusion -- Coverage E

Coverage will be excluded under Coverage E for directors and officers liability.

Attach endorsement UM 0276.

4.21 Exclusion -- Employment Related Practices Liability -- Coverage E

Coverage can be excluded under Coverage E for employment related practices liability.

Attach endorsement UM 0277.

4.22 Exclusion -- Employee Benefit Liability -- Coverage E

Coverage can be excluded under Coverage E for employee benefit liability.

Attach endorsement UM 0278.

4.23 Exclusion -- Liquor Liability -- Coverage E

Coverage can be excluded under Coverage E for liquor liability.

Attach endorsement UM 0279

4.24 Exclusion -- Watercraft Liability -- Coverage E

Coverage can be excluded under Coverage E for injury or damage arising out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, or loading or unloading of any watercraft.

Attach endorsement UM 0280.

4.25 Exclusion -- Designated Watercraft -- Coverage E

Coverage can be excluded under Coverage E for injury or damage arising out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, or loading or unloading of designated watercraft.

Attach endorsement UM 0281 and describe the excluded watercraft.

COMMERCIAL UMBRELLA/EXCESS LIABILITY PROGRAM UTICA FIRST INSURANCE COMPANY

4.26 Exclusion -- Cross Liability -- Coverages E and U

Coverage can be under excluded under Coverages E and U for bodily injury and personal injury to an insured.

Attach endorsement UM 0282.

4.27 Punitive Damages Exclusion -- Coverages E and U

Coverage can be excluded under Coverages E and U for punitive, exemplary, or vindictive damages.

Attach endorsement UM 0283.

4.28 Additional Endorsements/Exclusions – Utica First

Coverage can be limited or excluded via the following Utica First independent limitations and exclusions:

Accountant Professional Liability	U1
Aggregate Limit Of Liability	U2
Aircraft Limitation	U3
Aircraft Products Exclusion	U4
Airport Exclusion	U5
Alarm or Protective Exclusion	U6
Amendatory Endorsement Inspection	U7
Architect-Engineers or Surveyors	
Professional Liability Exclusion	U10
Architect-Engineers or Surveyors Following Form	U11
Asbestos Exclusion	U12
Assumed Products Liability Exclusion	U13
Automobile Dealers Limitation	U14
Automobile Leasing Endorsement	U15
Automobile Leasing Exclusion	U16
Automobile Liability Limitations	U17
Automobile Liability Exclusions	U18
Automobile Exclusions (Owned)	U19
Automobile Exclusions (Owned and Hired)	U20
Bed and Breakfast Liability Endorsement	U21

COMMERCIAL UMBRELLA/EXCESS LIABILITY PROGRAM UTICA FIRST INSURANCE COMPANY

Broadcasting, Telecasting and Advertising Activities	U22
Cancerous Disease Exclusion	U23
Cargo Exclusion	U24
Community Antenna / Cable TV Exclusion	U25
Child Molestation Exclusion	U26
Clergyman's Professional Following Form	U27
Contractor's Endorsement	U28
Contractual Liability	U29
Cross Suits Endorsement	U30
Data Processing E & O Endorsement	U31
Directors and Officers	U32
Druggists' Liability Following Form	U33
Employee Benefit Liability Insurance	U34
Employment Related Practices Exclusion	U35
Employer's Liability	U36
ERISA Exclusion	U37
Erroneous Delivery	U38
Exclusion of Design or Professional Liability	U39
Failure to Respond	U40
Field of Entertainment Exclusion	U41
Financial Institution	U42
Following Form Endorsement	U43
Hospital Professional Liability	U44
Incidental Medical Malpractice Following Form	U46
Individual As Named Insured	U47
Inspection Service Following Form	U48
Insurance Agents E & O Following Form	U49
Insurance Company Endorsement	U50
Joint Venture Clause	U51
Labor Union	U52
Lawyers' Professional Liability Following Form	U53
Lead/Lead Contamination Exclusion	U54
Leased Automobile	U55
Liquefied Petroleum Gas Exclusion	U56
Liquor Liability Following Form	U57
Liquor Liability Exclusion	U57A
Logging and Lumbering	U59
Maritime Employers' Liability Exclusion	U60
Mining Limitation Endorsement	U61
Municipalities Amendatory Endorsement	U62
Named Location Endorsement	U63

COMMERCIAL UMBRELLA/EXCESS LIABILITY PROGRAM UTICA FIRST INSURANCE COMPANY

Non-Concurrency Endorsement	U64
Oil Industries Exclusion	U65
Occupational Disease Exclusion	U66
Partnership As Named Insured	U67
Personal Injury Liability Following Form	U69
Personal Property CCC Exclusion	U70
Pollution Exclusion - Absolute	U71
Products - Completed Operations Liability FF	U72
Professional Liability Exclusion	U73
Professional Liability Following Form	U74
Property Damage Limitation - XCU	U75
Public Official Liability Exclusion	U76
Publishers' Liability	U77
Publisher's Liability Exclusion	U77A
Real Estate Agents E & O Exclusion	U78
Real Estate Agents E & O Following Form	U79
Recreational Vehicles Exclusion	U81
Retroactive	U83
Riot Exclusion	U84
School Endorsement	U86
Security Service Limitation	U87
S. E. C. Liability	U88
Seedmen's E & O Endorsement	U89
Sexual Abuse	U90
Ship Repairs Liability Exclusion	U91
Sports Participants Exclusion	U92
Sub-Contractors Warranty Endorsement	U93
Subsidence Endorsement	U94
Supplementary Pollution Exclusion	U95
Teachers' Liability (Corporal Punishment)	U96
Tobacco Products Exclusion	U97
Trampoline Exclusion	U98
Travel Agency Endorsement	U99
Trust Department	U100
Unimpaired Aggregate	U101
Uninsured Locations Exclusion	U102
Uninsured Motorist Rejection	U103
Utility Endorsement	U104
Volunteer Firemen	U105

**COMMERCIAL UMBRELLA/EXCESS LIABILITY PROGRAM
UTICA FIRST INSURANCE COMPANY**

Warranty of Waiver of Subrogation	U107
Watercraft Limitation	U108
Year 2000 Exclusion	U109
Privacy Notification	PRIV
Roofing Operations Exclusion	UFR-1
Commercial Spray Painting Exclusion	XSP-1
Employee Liability Exclusion	XCNTR
Disclosure Notice of Employee Liability Exclusion	DNXCNTR
Assault & Battery Exclusion	UA-506
War, Military Action, & Terrorism Exclusion	UMB 0311
Mold/EIFS/Construction Defects Exclusions:	UM 0202
	UM 0203
	UM 0205
	DNMLD
Terrorism Risk Insurance Act (TRIPRA) of 2007 Forms:	CL 1045
	CL 0605
	UM 0755
	UM 0765
NJ & PA Only-	UM 0775
NJ & PA Only-	UM 0785

COMMERCIAL UMBRELLA/EXCESS LIABILITY PROGRAM UTICA FIRST INSURANCE COMPANY

RULE 5 -- COVERAGE OPTIONS

5.1 Liability Coverage - Designated Premises - Coverages E and U

Coverage can be limited to injury or damage under Coverages E and U arising out of the ownership, maintenance, or use of premises named in the endorsement. The coverage is also limited to the operations that are incidental to the ownership, maintenance, and use of the premises described in the schedule of the endorsement.

Attach endorsement UM 0261 and describe the premises.

5.2 Liability Coverage -- Designated Project -- Coverages E and U

Coverage can be limited to injury or damage under Coverages E and U arising out of specified projects of the insured, away from premises owned by or rented to the insured.

Attach endorsement UM 0263 and describe the project.

5.3 Amendment Aggregate Limits of Insurance -- Per Location Coverages E & U

Not Available.

5.4 Amendment Aggregate Limits of Insurance -- Per Project -- Coverages E & U

Not Available.

5.5 Products/Completed Work Hazard -- Expanded Definition - Coverage U

The products/completed work hazard definition can be amended to include bodily injury or property damage arising out of products after physical possession of the product has been relinquished to others. The expanded definition applies to any products in connection with any premises or the conduct of any operation described in the schedule of the endorsement.

Attach endorsement UM 0285 and describe the designated premises or operation.

COMMERCIAL UMBRELLA/EXCESS LIABILITY PROGRAM UTICA FIRST INSURANCE COMPANY

5.6 Contractual Liability Limitation

The definition of insured contract can be amended to limit the contractual liability coverage that is available under Coverage U to contractually assumed liability under a lease of premises, an easement or a license agreement, a promise to indemnify a municipality, a sidetrack agreement, and an elevator maintenance agreement.

Attach endorsement UM 0256.

5.7 Professional Liability Limitation -- Coverage E

Professional liability coverage can be limited under Coverage E to specific professional services.

Attach endorsement UM 0274 & describe the professional service.

5.8 Coverage Territory Limitation

The definition of coverage territory can be amended to limit coverage to the United States of America, its territories and possessions, Canada, and Puerto Rico. Limited international coverage is provided for travel and products the insured has made or sold in the United States of America, its territories and possessions, Canada, and Puerto Rico.

Attach endorsement UM 0284.

5.9 Lead/Lead Contamination Exclusion

This exclusion will be placed on the Commercial Umbrella or Excess Liability policy anytime the underlying Utica First Insurance Company policy has a Lead and/or Lead Contamination Exclusion as part of the policy. The premium credit afforded for this exclusion under the Excess Liability/Umbrella policy has already been contemplated on this policy as the pricing of this is based upon the underlying policy premium which already contains a premium credit for this exclusion.

COMMERCIAL UMBRELLA/EXCESS LIABILITY PROGRAM UTICA FIRST INSURANCE COMPANY

RULE 6 -- ADDITIONAL INTERESTS

6.1 Under Coverage E -- Excess Liability

Coverage E provides coverage for insureds or additional insureds in underlying insurance to the extent such persons or organizations are covered by underlying insurance.

6.2 Under Coverage U -- Umbrella Liability

The definition of insured under Coverage U can be broadened to provide coverage for a person or organization with a specific interest.

Attach endorsement UM 0286, show the name of the person or organization, and describe their interest.

COMMERCIAL UMBRELLA/EXCESS LIABILITY PROGRAM UTICA FIRST INSURANCE COMPANY

RULE 7 -- PREMIUM DETERMINATION

Follow these steps to compute the commercial umbrella/excess liability premium:

STEP 1 -- Determine manual liability premiums for each coverage of underlying insurance: premises, premises/operations, products/completed work, auto, professional liability, liquor liability, etc. Manual premiums are premiums that do not reflect the application of credits, debits, or modifiers.

To arrive at manual premiums, use the final premiums that have been calculated for each coverage of underlying insurance and divide by the credit or final modifier that has been assigned.

If underlying premiums or modifiers are not available, a manual premium should be calculated using standard company rules and rating procedures.

STEP 2 -- Assign the catastrophe potential of each underlying coverage to one of the following catastrophe classifications. An account might be high for auto, low for premises and operations, and moderate for products/completed work.

LOW: This classification represents a very limited chance of a catastrophic loss. There is very remote chance that limits of underlying insurance will be exhausted by a series of smaller losses.

MEDIUM: This classification represents a moderate catastrophe potential. Underlying limits are not likely to be exhausted by a series of small losses.

HIGH: This represents the greatest exposure to a catastrophic loss. This classification is also used for that part of an umbrella risk where underlying insurance might become exhausted through a series of small losses.

-- CONTACT UTICA FIRST UNDERWRITER FOR ASSISTANCE WITH DETERMINING THE CATASTROPHE POTENTIAL OF EACH RISK.

STEP 3 -- Multiply the manual premium determined for each underlying coverage by the appropriate percentage factor from the table below.

NOTE -- When underlying commercial liability coverage is provided by an AAIS Businessowners package, multiply the entire Businessowners manual package premium by the appropriate percentage from the table below. When the underlying Businessowners premium is not indivisible, use the appropriate commercial liability factors.

**COMMERCIAL UMBRELLA/EXCESS LIABILITY PROGRAM
UTICA FIRST INSURANCE COMPANY**

PREMIUM DETERMINATION -- PERCENTAGE FACTORS

PREMISES OPERATIONS (CPP)			
Primary Limits	Low	Medium	High
500/1,000	17%	29%	35%
1,000/2,000	9%	17%	23%
PRODUCTS/COMPLETED OPERATIONS (CPP)			
Primary Limits	Low	Medium	High
500/1,000	23%	29%	35%
1,000/2,000	12%	17%	23%

BUSINESS OWNERS PROGRAM (AAIS BP-100, BP-200)			
Primary Limits	Low	Medium	High
500/1,000	29%	32%	35%
1,000/2,000	25%	27%	29%

ARTISAN CONTRACTORS PROGRAM (AAIS AP-100)			
Primary Limits	Low	Medium	High
1,000/2,000	9%	15%	24%

COMMERCIAL AUTOMOBILE LIABILITY (COMBINED W/ BOP OR CPP)			
Primary Limits	PPT/Light/Medium	Heavy/X-Heavy	UM/UIM
500	29%	N/A	\$50. surcharge p/ vehicle
1,000	17%	30%	\$30. surcharge p/ vehicle

COMMERCIAL AUTOMOBILE LIABILITY (COMBINED W/ ART)				
Primary Limits	PPT/Light/Medium	Heavy	X-Heavy	UM/UIM
1,000	10%	14%	20%	\$30. surcharge p/ vehicle

Miscellaneous Liability, Professional (if allowed), Liquor; etc.:

** For all Underlying Policy Limits

High	25%
Medium	15%
Low	12%

COMMERCIAL UMBRELLA/EXCESS LIABILITY PROGRAM UTICA FIRST INSURANCE COMPANY

STEP 4 -- Add the premiums derived from each underlying coverage to obtain the umbrella/excess liability premium for the first \$1,000,000 limit of liability.

STEP 5 -- Multiply the applicable individual risk premium modification, if pre-approved by Utica First, as determined in Rule 8 by the result of Step 4 to determine the premium for the first \$1,000,000 limit of liability. This modified premium is subject to the minimum premium per million.

STEP 6 -- When the Commercial umbrella/excess liability policy limit exceeds \$1,000,000 use the higher each occurrence factors in the table that follows to develop the additional premium charge.

HIGHER LIMITS AND MINIMUM PREMIUM

<u>Occurrence Limit</u>	<u>Factor</u>	
\$2,000,000	0.50	times premium for first \$1,000,000 each occurrence
\$3,000,000	0.50	times premium for \$2,000,000 each occurrence
\$4,000,000	0.50	times premium for \$3,000,000 each occurrence
\$5,000,000	0.50	times premium for \$4,000,000 each occurrence

The premium for each million is subject to the minimum premium per million, as listed in Rule 2.6

STEP 7 – When the policy form selected is an Excess Liability Policy (as opposed to an Umbrella Policy) multiply the resulting premium calculation from Steps 1 through 6 by a factor of 0.85 and this yields the resulting premium for an Excess Liability Policy. No modification must be applied for an Umbrella Policy.

COMMERCIAL UMBRELLA/EXCESS LIABILITY PROGRAM UTICA FIRST INSURANCE COMPANY

RULE 8 -- INDIVIDUAL RISK PREMIUM MODIFICATION

Refer to state regulations for specific individual risk premium modification requirements.

*** New York requires the total annual premium to be at minimum \$2500.00 before IRPM credits or debits can be applied to the policy.*

The following modifications can be applied to recognize special characteristics of the risk that are not fully reflected in the rates.

The total amount of credit or debit developed using the following table cannot exceed 10% in Connecticut , Massachusetts, New Jersey, New York, Ohio, Pennsylvania, and Virginia.

The credit or debit developed by the use of this rule is applied after all other rating procedures.

Risk Variations	Range of Modifications		
	Credit		Debit
Management: Cooperation of owners or operators with recommendations for safety and control of hazards	5%	to	5%
Condition of premises	10%	to	10%
Nature and Use of Products	10%	to	10%
Location: accessibility, congestion, and exposures	5%	to	5%
Underlying Insurance Program (limits of liability, multiple aggregates, aggregate limits, etc.,)	10%	to	10%

**COMMERCIAL UMBRELLA/EXCESS LIABILITY PROGRAM
UTICA FIRST INSURANCE COMPANY**

RULE 9 – MAXIMUM RISK LIMITATIONS

Risks with receipts exceeding \$15,000,000 and/or developing a first million premium of \$10,000 or greater must be referred to Utica First's Umbrella policy reinsurer to pursue either a Program Special Acceptance or an Open Market placement on Utica First's behalf.

**AMERICAN ASSOCIATION OF INSURANCE SERVICES
COMMERCIAL UMBRELLA LIABILITY PROGRAM**

LISTING OF FORMS AND ENDORSEMENTS

CONNECTICUT

The forms and endorsements approved for use under this program may vary from state to state. This listing identifies the editions of forms and endorsements that apply in this state. An "x", if shown below, identifies an item that does not apply in most other states. Check the state - specific listing to determine the forms and endorsements approved for use in another state.

FORMS

UM 0200 04 00 Commercial Umbrella/Excess Liability Coverage

MANDATORY ENDORSEMENTS (Umbrella)

CL 0605 01 15 Certified Terrorism Loss Disclosure of Premium and Federal Share of Insured
Losses
CL 1045 01 15 Policyholder Disclosure Notice of Terrorism Insurance Coverage
PRIV 04 01 Privacy Notification
UM 0675 07 01 x Amendatory Endorsement – Connecticut
UM 0201 04 02 Exclusion -- Wet Rot, Dry Rot, Bacteria, Fungi, or Protists - Contracting
Operations
UM 0202 04 02 Exclusion -- Wet Rot, Dry Rot, Bacteria, Fungi, or Protists
UM 0205 04 02 Exclusion -- Exterior Insulation and Finish Systems
UM 0283 04 00 Punitive Damages Exclusion - Coverage's E and U
UM 0311 01 02 War, Military Action, and Terrorism Exclusions - Coverage's E and U
UM 0319 10 05 Asbestos Exclusion – Coverages E and U
CU 1301 01 15 Certified Terrorism Loss
UM 0809 09 09 Information and Distribution Violations Exclusion
UM 0810 09 09 Exclusion – Communicable Disease

MANDATORY ENDORSEMENTS (Excess)

CL 0605 01 15 Certified Terrorism Loss Disclosure of Premium and Federal Share of Insured
Losses
CL 1045 01 15 Policyholder Disclosure Notice of Terrorism Insurance Coverage
PRIV 04 01 Privacy Notification
UM 0273 04 00 Known Injury or Damage Amendments – Coverage E
UM 0276 04 00 Directors and Officers Liability Exclusion – Coverage E
UM 0277 04 00 Exclusion – Employment Related Practices Liability – Coverage E
UM 0278 04 00 Exclusion – Employee Benefits Liability – Coverage E
UM 0283 04 00 Punitive Damages Exclusion - Coverage's E and U
UM 0311 01 02 War, Military Action, and Terrorism Exclusions - Coverage's E and U
UM 0319 10 05 Asbestos Exclusion – Coverages E and U
UM 0675 07 01 x Amendatory Endorsement – Connecticut
CU 1301 01 15 Certified Terrorism Loss
UM 0809 09 09 Information and Distribution Violations Exclusion
UM 0810 09 09 Exclusion – Communicable Disease

CONDITIONAL ENDORSEMENTS - SEE RULES

UA 506 01 09 Assault and Battery Exclusion – Coverage **U**
UM 0296 04 01 x Commercial Umbrella/Excess Liability Coverage - Additional Extended Reporting
Period - Coverage E

LISTING OF FORMS AND ENDORSEMENTS

CONNECTICUT

OTHER ENDORSEMENTS

CU1302UF	01 15	Certified Act of Terrorism Exclusion
UM 0297	04 01 x	Commercial Umbrella/Excess Liability Coverage - Extended Reporting Periods - Coverage E
UM 0100	01 99	Change Endorsement
UM 0203	04 02	Exclusion -- Damage to Work Performed by you or on Your Behalf
UM 0204	04 02	Exclusion -- Damage To Work Performed By You or On Your Behalf -- Designated Locations or Projects
UM 0251	04 00	Exclusion -- Auto Liability - Coverage E
UM 0252	04 00	Exclusion -- Designated Auto - Coverage E
UM 0253	04 00	Exclusion -- Non-Owned Auto Liability Coverage/Hired Auto Liability Coverage - Coverage E
UM 0254	04 00	Exclusion -- Contractual Liability - Coverage U
UM 0255	04 00	Exclusion -- Contractual Liability - Coverage E
UM 0256	04 00	Contractual Liability Limitation
UM 0257	04 00	Exclusion -- Products/Completed Work Hazard - Coverage E
UM 0258	04 00	Exclusion -- Products/Completed Work Hazard - Coverage U
UM 0259	04 00	Exclusion -- Designated Products - Coverage's E and U
UM 0260	04 00	Exclusion -- Designated Work - Coverage's E and U
UM 0261	04 00	Liability Coverage -- Designated Premises - Coverage's E and U
UM 0262	04 00	Exclusion -- Designated Premises - Coverage's E and U
UM 0263	04 00	Liability Coverage -- Designated Project - Coverages E and U
UM 0264	04 00	Exclusion -- Designated Project - Coverage's E and U
UM 0265	04 00	Amendment -- Aggregate Limits of Insurance (Per Location)
UM 0266	04 00	Amendment -- Aggregate Limits of Insurance (Per Project)
UM 0267	04 00	Exclusion -- Personal and Advertising Injury Liability - Coverage's E and U
UM 0268	04 00	Exclusion -- Personal Injury Liability - Coverage's E and U
UM 0269	04 00	Exclusion -- Advertising Injury Liability - Coverage's E and U
UM 0270	04 00	Exclusion -- Personal Property-Care, Custody, and Control-Coverage's E and U
UM 0271	04 00	Exclusion -- Real Property - Care, Custody, and Control - Coverage's E and U
UM 0272	04 00	Exclusion -- Real & Personal Property - Care, Custody, & Control - Coverages E And U
UM 0274	04 00	Professional Liability Limitation - Coverage E
UM 0275	04 00	Exclusion -- Professional Liability - Coverage E
UM 0279	04 00	Exclusion -- Liquor Liability - Coverage E
UM 0280	04 00	Exclusion -- Watercraft Liability - Coverage E
UM 0281	04 00	Exclusion -- Designated Watercraft - Coverage E
UM 0282	04 00	Exclusion -- Cross Liability - Coverage's E and U
UM 0284	04 00	Coverage Territory Limitation
UM 0285	04 00	Products/Completed Work Hazard -- Expanded Definition - Coverage U
UM 0286	04 00	Additional Interest -- Coverage U
UFR-1	07 11	Roofing Operations Specific Exclusion Endorsement
XSP-1	01 09	Commercial Spray Painting Exclusion
XCNTR	2.0	Exclusion of Injury to Employees, Contractors, and Employees of Contractors
GL 894	2.0	Punitive Damages Exclusion
U1		Accountant Professional Liability
U2		Aggregate Limit Of Liability
U3		Aircraft Limitation

LISTING OF FORMS AND ENDORSEMENTS

CONNECTICUT

U4	Aircraft Products Exclusion
U5	Airport Exclusion
U6	Alarm or Protective Exclusion
U7	Amendatory Endorsement Inspection
U10	Architect-Engineers or Surveyors Professional Liability Exclusion
U11	Architect-Engineers or Surveyors Following Form
U13	Assumed Products Liability Exclusion
U14	Automobile Dealers Limitation
U15	Automobile Leasing Endorsement
U16	Automobile Leasing Exclusion
U17	Automobile Liability Limitations
U18	Automobile Liability Exclusions
U19	Automobile Exclusions (Owned)
U20	Automobile Exclusions (Owned and Hired)
U21	Bed and Breakfast Liability Endorsement
U22	Broadcasting, Telecasting and Advertising Activities
U23	Cancerous Disease Exclusion
U24	Cargo Exclusion
U25	C. A., TV Exclusion
U26	Child Molestation Exclusion
U27	Clergyman's Professional Following Form
U28	Contractor's Endorsement
U29	Contractual Liability
U30	Cross Suits Endorsement
U31	Data Processing E & O Endorsement
U33	Druggists' Liability Following Form
U34	Employee Benefit Liability Insurance
U36	Employer's Liability
U37	ERISA Exclusion
U38	Erroneous Delivery
U39	Exclusion of Design or Professional Liability
U40	Failure to Respond
U41	Field of Entertainment Exclusion
U42	Financial Institution
U43	Following Form Endorsement
U44	Hospital Professional Liability
U46	Incidental Medical Malpractice Following Form
U47	Individual As Named Insured
U48	Inspection Service Following Form
U49	Insurance Agents E & O Following Form
U50	Insurance Company Endorsement
U51	Joint Venture Clause
U52	Labor Union
U53	Lawyers' Professional Liability Following Form
U55	Leased Automobile
U56	Liquefied Petroleum Gas Exclusion
U57	Liquor Liability Following Form
U57A	Liquor Liability Exclusion
U59	Logging and Lumbering

LISTING OF FORMS AND ENDORSEMENTS

CONNECTICUT

U60	Maritime Employers' Liability Exclusion
U61	Mining Limitation Endorsement
U62	Municipalities Amendatory Endorsement
U64	Non-Concurrency Endorsement
U65	Oil Industries Exclusion
U66	Occupational Disease Exclusion
U67	Partnership As Named Insured
U69	Personal Injury Liability Following Form
U70	Personal Property CCC Exclusion
U71	Pollution Exclusion – Absolute
U72	Products - Completed Operations Liability Following Form
U73	Professional Liability Exclusion
U74	Professional Liability Following Form
U75	Property Damage Limitation – XCU
U76	Public Official Liability Exclusion
U77	Publishers' Liability
U78	Real Estate Agents E & O Exclusion
U79	Real Estate Agents E & O Following Form
U80	Real Property CCC Exclusion
U81	Recreational Vehicles Exclusion
U83	Retroactive
U84	Riot Exclusion
U86	School Endorsement
U87	Security Service Limitation
U88	S. E. C. Liability
U89	Seedmen's E & O Endorsement
U90	Sexual Abuse
U91	Ship Repairs Liability Exclusion
U92	Sports Participants Exclusion
U93	Sub-Contractors Warranty Endorsement
U94	Subsidence Endorsement
U95	Supplementary Pollution Exclusion
U96	Teachers' Liability (Corporal Punishment)
U97	Tobacco Products Exclusion
U98	Trampoline Exclusion
U99	Travel Agency Endorsement
U100	Trust Department
U101	Unimpaired Aggregate
U102	Uninsured Locations Exclusion
U103	Uninsured Motorist Rejection
U104	Utility Endorsement
U105	Volunteer Firemen
U107	Warranty of Waiver of Subrogation
U108	Watercraft Limitation
U109	Year 2000 Exclusion - Computer Related and Electronic Problems

This state requires the above referenced notice(s) be distributed to policyholders and/or applicants. Refer to Bulletin(s) for further information. Other notices may be required. Check state insurance law.



UTICA FIRST

INSURANCE COMPANY

1-800-456-4556 www.uticafirst.com

POLICY ISSUED ON THE					POLICY NUMBER
COOPERATIVE PLAN	Home Office - 5981 Airport Rd., Oriskany, NY 13424				
NON-ASSESSABLE POLICY	Mail Address - P.O. Box 851, Utica, NY 13503-0851				DIRECT BILL

COMMERCIAL UMBRELLA / EXCESS LIABILITY POLICY DECLARATIONS

Named Insured / Mailing Address		Renewal Of:	
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POLICY PERIOD: From	TO	12:01 A.M. Standard Time at your Mailing Address above
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IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,

WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORM OF BUSINESS:	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> OTHER
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LIMITS OF INSURANCE

UMBRELLA <input type="checkbox"/>	EACH OCCURRENCE LIMIT		\$
OR	PERSONAL AND ADVERTISING INJURY LIMIT		\$
EXCESS LIAB <input type="checkbox"/>	PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT		\$
POLICY LIMITS	GENERAL AGGREGATE LIMIT		\$
	RETAINED LIMIT: \$10,000		

SCHEDULE OF UNDERLYING INSURANCE

INSURER	POLICY NUMBER	POLICY PERIOD	COVERAGES	LIMITS OF INSURANCE	
				EACH PERSON	EACH ACCIDENT
COMMERCIAL AUTO INFO.			<input type="checkbox"/> AUTOMOBILE LIABILITY	\$	\$
			<input type="checkbox"/> GARAGE LIABILITY	\$	\$
			<input type="checkbox"/> BODILY INJURY LIABILITY	\$	\$
			<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	\$	\$
			<input type="checkbox"/> BODILY INJURY & PROPERTY	EACH OCCURRENCE LIMIT	\$
GENERAL LIABILITY INFO.		TO	DAMAGE LIABILITY COMBINED	\$	\$
			GENERAL LIABILITY	EACH OCCURRENCE LIMIT	GENERAL AGGREGATE LIMIT
			<input type="checkbox"/> COMMERCIAL GENERAL LIAB.	\$	\$
UTICA FIRST INSURANCE CO.		TO	<input type="checkbox"/> PERSONAL INJURY		\$
			<input checked="" type="checkbox"/> SPECIAL PACKAGE POLICY	ADVERTISING LIMIT	
			<input type="checkbox"/> BUSINESS OWNERS	\$	\$
			<input type="checkbox"/> PRODUCTS-COMPLETED	EACH OCCURRENCE LIMIT	AGGREGATE LIMIT
WORKERS COMP. INFO.		TO	OPERATIONS AGGREGATE LIMIT	\$	\$
			<input type="checkbox"/> EMPLOYERS LIABILITY	EACH ACCIDENT	DISEASE - EACH EMPLOYEE
				\$	\$
The Umbrella Coverage for Workers Compensation and Employers Liability is not applicable in situations where an employee is subject to the New York Workers Compensation Law.					DISEASE - POLICY LIMIT
			<input type="checkbox"/> OTHER	\$	\$
			<input type="checkbox"/> OTHER	\$	\$
MINIMUM EARNED PREMIUM		\$	TOTAL ADVANCE PREMIUM		\$

> Forms and endorsements made a part of this policy at time of issue:

> These Declarations together with the Common Policy Conditions, Coverage Part Declarations, Conditions, Forms and Endorsements; if any, issued to form a part thereof, completes the above numbered policy.

Agent or Broker Address:		Agent Code Number:	
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Countersigned On (Date):		By:	Authorized Representative
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Ref: UM 0200 (04/00)	INSURED COPY	DATE OF ISSUE:	March 28, 2017
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COMMERCIAL UMBRELLA ENDORSEMENTS

ALPHABETICAL LISTING

NUMERICAL LISTING

Accountant Professional Liability	U1
Aggregate Limit Of Liability	U2
Aircraft Limitation	U3
Aircraft Products Exclusion	U4
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ACCOUNTANT'S PROFESSIONAL LIABILITY ENDORSEMENT

It is agreed that this policy shall not apply with respect to any liability arising out of the rendering of, or the failure to render, professional services or any error or omission or mistake of a professional nature for others in the insureds capacity as an accountant or as an employee of an accounting firm unless such liability is covered by valid' and collectible underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use to place accountants professional liability on a following form basis. To fully exclude omit "unless such Liability."

-U1-

AGGREGATE LIMITS OF LIABILITY

It is agreed that Insuring Agreement of the Declarations, Limits of Liability, is amended to add the following provision as respects the application of the Aggregate Limit stated in the Declarations:

In the event the underlying insurance provides coverage (s) which are subject to an aggregate limit of liability for all insured damages, the Company's liability hereunder shall likewise be limited to the amount stated in the Declarations as the Aggregate Limit for all ultimate net loss arising out of one or more occurrences during each annual period while this policy is in force, commencing from its effective date. The Aggregate Limit hereunder shall apply separately to each coverage for which the underlying insurance has an aggregate limit.

INSTRUCTIONS

This endorsement is designed for situations where the primary aggregates do not follow through on the umbrella or excess forms, such as - E B O, CGL PD on construction projects, risks with a heavy personal injury exposure, liquor liability, etc.

-U 2 -

AIRCRAFT LIMITATION

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the ownership, maintenance, operations, use, loading or unloading of any aircraft unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use to provide following form coverage for aircraft. To fully exclude coverage, omit wording beginning with "unless such liabilities...".

-U3-

AIRCRAFT PRODUCTS EXCLUSION

It is agreed that this policy shall not apply to any liability arising out of aircraft products or reliance upon any representation or warranty made with-respect thereto, or to any liability arising out of the grounding of any aircraft.

"Aircraft Products" means aircraft (including missiles or spacecraft) and any other goods or products manufactured, sold, handled or distributed or services provided or recommended by the insured or by others trading under his name for use in the manufacture, repair, operation, maintenance or use of any aircraft.

"Grounding" shall mean the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof sold, handled or distributed by the insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders or drawings of the insured or with tools, machinery or other equipment furnished to such persons or organizations by the insured, whether such aircraft so withdrawn are owned or operated by the same or different persons or organizations.

INSTRUCTIONS

Use to exclude aircraft products and completed operations, including grounding liability in connection therewith.

- U4 -

AIRPORT EXCLUSION ENDORSEMENT

It is agreed that this policy shall not apply to liability arising out of the ownership maintenance, use or operation of airfields, runways, hangars, buildings or other properties in connection with aviation activities or airports.

INSTRUCTIONS

Use to exclude airports and related exposures.

-U5 -

ALARM OR PROTECTIVE EXCLUSION

It is agreed that such insurance as is afforded by the policy shall not apply to bodily injury or property damage arising out of:

- (a) the failure of any alarm or protective system or device installed, services or maintained by or for the insured to perform the function or serve the purpose for which it was designed; or
- (b) defects in plans, designs or specification prepared or used by or for the insured; or
- (c) the failure of the insured to respond to an alarm or to report to or notify any law enforcement or fire fighting agency.

INSTRUCTIONS

Use on policies covering alarm or protective system installer, maintenance of design.

-U6-

AMENDATORY ENDORSEMENT INSPECTION

In consideration of the premium at which this policy is written, it is hereby understood and agreed that the provision with respect to the Company's right to inspect the named insured's property and operations is hereby amended to provide that neither the right nor the exercise thereof shall constitute an undertaking to determine that such property or operations are safe or healthful, or in compliance with any law, rule or regulation.

- U7 -

ARCHITECTS, ENGINEERS, SURVEYORS
PROFESSIONAL LIABILITY EXCLUSION

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the insured, including, but not limited to:

- (a) The preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- (b) Supervisory, inspection or engineering services.

INSTRUCTIONS

Use to Exclude E & O.

- U10 -

**ARCHITECTS - ENGINEERS OR SURVEYORS
FOLLOWING FORM**

It is agreed and understood that such insurance as is afforded by this policy for Professional Liability of Architects - Engineers or Surveyors shall follow in all respects the coverage afforded under policy number ULC issued by the Utica First Insurance Company.

It is further agreed and understood that this policy will respond for the cost of defense of claims only to the extent of excess over the limit of liability provided in the policy noted above.

The Limit of Liability provided by this policy shall apply only to claims made and reported during the policy period of this policy arising from errors, omissions or negligent acts occurring during the policy period of this policy.

- U11 -

ASBESTOS EXCLUSION

It is agreed that such insurance as is afforded by this policy shall not apply to any liability for bodily injury, personal injury, property damage, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury, at any time, arising out of, resulting from, or contributed to the manufacture, distribution, handling, use or exposure to asbestos products, fibers, particles or dusts; nor shall it apply to any obligation of the Insured to indemnify any party because of damages arising out of, resulting from or contributed to by such bodily injury, personal injury, property damage, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury, at any time, as a result of the manufacture, distribution, handling, use or exposure to asbestos products, fibers, particles or dusts.

Further, it is agreed that the Insurer shall not be obligated to defend any suit or claim against the Insured alleging bodily injury, personal injury, property damage, sickness, disease, disability, shock, death, mental anguish or mental injury, and seeking damages therefore, if such suit or claims arise from, or resulted from, or are contributed to by any manufacture, distribution, handling, use or exposure to asbestos products, fibers, particles and dusts.

It is further agreed that, for the purpose of this insurance, the limits of any underlying policy or policies shall be deemed not to have been diminished or exhausted by any losses, whether paid or not, which would have been excluded by this endorsement.

ASSUMED PRODUCTS LIABILITY EXCLUSION

It is agreed that this policy does not apply to liability of others assumed by the named insured under any contract or agreement for goods or products sold, handled or distributed by the named insured.

INSTRUCTIONS

Use wherever dealer or distributor is holding manufacturer harmless for product liability claims-auto dealerships, foreign products distributorships, etc.

- U13 -

AUTOMOBILE DEALERS LIMITATION

It is agreed that this policy does not apply:

1. To the ownership, maintenance, operation, use, loading or unloading of any automobile leased to any person or organization by or on behalf of the Named Insured;
2. To the Named Insured's Products Hazard as defined in the policy;
3. To the Completed Operations Hazard as defined in the policy unless such liability is covered by valid and collectible underlying insurance at the full limits of liability as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under such underlying insurance.

It is further agreed that this policy does not apply to any liability for bodily injury, personal injury or property damage arising out of:

1. the ownership, sponsorship, maintenance, operation, use, loading or unloading of any automobile while in any prearranged or organized racing or speed contest, or in practice or preparation for any such contest;
2. the interest of the manufacturer of any product handled, distributed or sold by the Insured;
3. any liability assumed by the Insured under a contract between the Insured and the manufacturer of any product handled, distributed or sold by the Insured;
4. any person or organization to whom an automobile has been leased or rented.

AUTOMOBILE LEASING ENDORSEMENT

It is agreed that, as respects all automobile leasing or renting activities, the insured will maintain or require lessees or rentees to maintain the following minimum underlying insurance in force during the currency of this policy covering the insured's liability arising out of such activities. In the event of failure by the insured to so maintain such policies in force or to meet all conditions and warranties subsequent to loss under such policies, the insurance afforded by this policy shall apply in the same manner it would have applied had such policies been so maintained in force.

MINIMUM UNDERLYING INSURANCE

Automobile Liability written without special restrictive endorsements on standard forms in general use with limits of at least:

Bodily Injury	\$	Each Person
	\$	Each Occurrence
Property Damage Liability	\$	Each Occurrence

It is further agreed that this policy shall not apply to any liability of any person or organization to whom an automobile has been leased or rented and arising out of the operation, maintenance, use, loading or unloading of such leased or rented automobile.

INSTRUCTIONS

Attach to all excess policies covering automobile leasing operations, where lessee or rentee provides underlying insurance.

AUTOMOBILE LEASING EXCLUSION

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile leased or rented to others by the Named Insured, other than an automobile rented to a customer of the Named Insured while such customer's automobile is temporarily left with the Named Insured for service, repair or sale.

INSTRUCTIONS

Use when automobile leasing activities are to be excluded other than customer rental.

- U16 -

AUTOMOBILE LIABILITY LIMITATIONS

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use to provide following-form coverage for automobile liability, where underlying coverage is limited or restricted. To fully exclude coverage, omit wording beginning with "unless such liability..."

- U17 -

AUTOMOBILE LIABILITY EXCLUSION ENDORSEMENT

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile.

- U18 -

OWNED AUTOMOBILE EXCLUSION

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the maintenance, operation, use, loading or unloading of any owned automobile.

- U19 -

OWNED/HIRED AUTOMOBILE EXCLUSION

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the maintenance, operation, use, loading or unloading of any owned or hired automobile.

-U20-

"BED AND BREAKFAST" LIABILITY ENDORSEMENT

It is agreed that this policy does not apply to bodily injury, personal injury or property damage for which the Insured may be held liable:

- (1) as a person engaged in the business of giving, selling or serving alcoholic beverages (a) in violation to any statute, ordinance or regulation, (b) to a minor, (c) to a person under the influence of alcohol, or (d) which causes or contributes to the intoxication of any person; or
- (2) if not so engaged, as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage in violation of any statute, ordinance or regulation.

It is further agreed that this policy shall not apply to the Insured's operation of a "Bed and Breakfast" unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance and then only for such hazards for which coverage is afforded under said underlying insurance.

BROADCASTING, TELECASTING AND ADVERTISING ACTIVITIES

It is agreed that with respect to the insured's broadcasting, telecasting, or advertising activities, this policy shall not apply to any liability arising out of infringement of copyright or of title or of slogan, piracy or unfair competition or idea misappropriation under an implied contract, malicious prosecution, humiliation, libel, slander, defamation of character or invasion of rights or privacy, unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use to provide Following-Form coverage where extensive broadcasting, telecasting, or advertising activities are conducted.

- U22 -

CANCEROUS DISEASES

It is agreed that this policy shall not apply to any liability claim, suit, demand or judgment based upon or alleging the contraction, aggravation, or exacerbation of carcinoma, as a result of consumption or use of products, sold, handled or distributed by the insured.

INSTRUCTIONS

Use to exclude Cancer.

- U23 -

CARGO EXCLUSION

This policy shall not apply to loss of or damage to or destruction of merchandise, or goods while being transported in or on any vehicle operated by any insured hereunder or while held in storage by or on behalf of the insured before, after or in course of transit.

COMMUNITY ANTENNA TV OR CABLE TV EXCLUSION

It is agreed that this policy shall not apply to any liability for:

- (1) Personal injury arising out of the utterance, dissemination, distribution or use of program or advertising matter or material in connection with community antenna TV or cable TV, or;
- (2) Bodily injury or property damage arising out of the failure to provide or transmit any program or the interruption of TV service.

CHILD MOLESTATION EXCLUSION

1. This insurance does not provide coverage for claims, injuries, or damages arising in whole or in part, out of sexual conduct or sexual activities directed toward or involving a minor or the molesting of a minor committed or alleged to have been committed by any person or entity whether insured or not,

This also includes (but is not limited to) related claims, injuries, or damages arising in whole or in part out of: hiring or other employment practices of an insured; assault or battery; breach of contract, either oral or written; breach of warranties, either expressed or implied; endangering the welfare of a minor child; failure to supervise or improper supervision; or violations of penal law or ordinance or, other statutory violations.

2. The company is not obligated to defend any insured pay on behalf of or indemnify any insured, or pay any injured party or any claimant in connection with any such claims, injuries, or damages.

Named Insured (Representative)

Date

-U26-

CLERGYMAN'S PROFESSIONAL FOLLOWING FORM ENDORSEMENT

It is agreed that insurance afforded by this policy shall not apply to any liability arising out of the following:

Acts, errors or omissions of the Insured arising out of pastoral counseling activities of the Insured, unless such liability is covered by valid and collectible underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

This insurance does not apply to liability arising from:

- A. The rendering of medical, radiological, surgical, dental or nursing treatments, including shock therapy and the prescription, utilization, furnishing or dispensing of drugs or medical, radiological, surgical, dental or nursing supplies or appliances.
- B. The ownership, maintenance, operation, use loading or unloading of any motor vehicle, trailer semi-trailer, watercraft or aircraft.
- C. Acts, errors or omissions of the Insured as a member of a formal accreditation or similar professional board or committee of any hospital or professional society.
- D. Any actual or alleged conduct of a sexual nature.
- E. Any dishonest, fraudulent, or criminal acts or omissions of any insured.
- F. Acts, errors or omissions of the Insured as proprietor, superintendent, or executive officer of any hospital, sanatorium, medical clinic with bed and board facilities, laboratory, or to acts or omissions arising out of any other trade, business, employment or profession.

CONTRACTOR'S ENDORSEMENT

It is agreed that this policy does not apply:

1. To any liability for property-damage to property leased or rented to, used by, or in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control;
2. To any liability for property damage arising out of (a) blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or (b) the collapse of or structural injury to any building or structure due to (i) grading of and excavation, burrowing, filling or backfilling, tunneling, pile driving, coffer-dam work or caisson work, or (ii) moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof; or (c) injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.
3. To any liability for bodily injury, personal injury or property damage assumed by the Insured under any contract unless such liability is covered by valid and collectible underlying insurance at the full limits of liability as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

It is further agreed that this policy does not apply to any liability for bodily injury, personal injury or property damage arising out of:

1. any project insured under a "wrap-up" or any similar rating plan;
2. any professional services performed by or on behalf of the Insured, including the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications, and any supervisory, inspection or engineering services;
3. operations performed by or on behalf of any joint venture of which the Insured is a member.

INSTRUCTIONS

Attach to all contracting risks. Places CCC, XCU and contractual on a Following-Form basis. Excludes wrap-up operations and architect's and engineer's exposures.

-U28-

CONTRACTUAL LIABILITY

It is agreed that this policy shall not apply to any liability assumed by the insured under any contract or agreement unless such liability is covered by valid and collectible underlying insurance as described in schedule of underlying insurance and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use to provide following-form coverage for Contractual Liability. To fully exclude coverage, eliminate wording beginning with "unless such liability....."

- U29 -

CROSS SUITS ENDORSEMENTS

It is agreed that the coverage afforded by this policy does not apply to a claim for damages arising out of bodily injury, personal injury or property damage, as defined, initiated, alleged, or caused to be brought about by the Named Insured or Additional Named Insured covered by this policy against any other Named Insured or Additional Named Insured covered by this policy.

- U30 -

DATA PROCESSING ERRORS OR OMISSIONS ENDORSEMENT

It is agreed that this policy shall not apply with respect to liability arising out of any claim made against any insured and caused by, or alleged to have been caused, by any negligent act, error or omission of any insured, or any other person whose actions any insured is legally responsible, in the conduct of the insured's business of data processing.

INSTRUCTIONS

Used to exclude E b 0.

- U31 -

DIRECTORS' AND OFFICERS' EXCLUSION

It is agreed that this policy shall not apply to liability arising out of any insured's capacity as an officer, director, trustee, partner or any similar elective or appointive management position of any corporation, association, partnership, joint stock company, trust, cooperative association, unincorporated organization, or any other entity, other than that of the Named Insured.

- U32 -

**DRUGGISTS' LIABILITY FOLLOWING FORM
ENDORSEMENT**

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of goods or products(including drugs and medicines) or containers thereof, prepared, sold, handled or distributed by the Insured at or from any pharmacy or drug store, unless such liability is covered by valid and collectible Druggists' Liability Insurance as described in the schedule of underlying insurance, afforded under said underlying insurance.

INSTRUCTIONS

Use to include Druggists' Liability on a Following-Form basis.

- U33 -

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

It is agreed that the policy is amended to include the following Employee Benefits Liability:

1. The company will pay on behalf of the insured the ultimate net loss which the insured shall become legally obligated to pay, in excess of the applicable limit of the underlying Employee Benefit Liability policy described in the schedule of underlying insurance, on account of any claim made against the insured and caused by negligent act, error or omission of the insured or any other person for whose acts the insured is legally liable in the administration of the insured's Employee Benefit Programs as defined herein.
2. Definitions:
 - (a) "Employee Benefit Program" The Term "Employee Benefit Program" shall mean Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security and Disability Benefits, and any other similar benefit program.
 - (b) "Administration" The unqualified word "Administration", wherever used, shall mean (1) giving counsel to employees with respect to Employee Benefit Programs; (2) interpreting Employee Benefit Programs; (3) handling of records in connection with Employee Benefit Programs; (4) effecting enrollment of employees under Employee Benefit Programs; provided all such acts are authorized by the insured.
 - (c) "Occurrence" For the purpose of the coverage afforded by this endorsement, the term "Occurrence" as used in this policy shall mean a claim brought against the insured during the policy period. If during the policy period the insured shall become aware of any event which may subsequently give rise to a claim against him by reason of any negligent act, error or omission and shall during the policy period give written notice to the company of such event, any claim which may subsequently be made against the insured arising out of that negligent act, error or omission shall be deemed for the purposes of this endorsement to have been made during the policy period.
 - (d) "Ultimate Net Loss" The term "Ultimate Net Loss" as defined in the policy, is amended to include Employee Benefits Liability as defined in Paragraph 1 above.

3. Exclusions

The insurance afforded by this endorsement shall not apply to any liability hereunder unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use to provide following-form coverage where the primary insurance program includes Employee Benefits Liability. Format and wording are necessary, since full scope of coverage is not included in umbrella definitions of BI and PD and ultimate net loss.

- U34 -

EMPLOYMENT -RELATED PRACTICES LIABILITY EXCLUSION

It is agreed that the coverage afforded by this policy does not apply to a claim for damages arising out of "bodily injury", "personal injury" or, "property damage" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or,
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury", "personal injury" or, "property damage" to that person at whom any of the employment-related practices described in paragraph (a), (b) or, (c) above is directed.

This exclusion applies:

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

INSTRUCTIONS

If your company umbrella policy contains an EPL Exclusion that is less broad than this exclusion, add the following wording as a header to this endorsement:

It is agreed that policy exclusion _____ is deleted and replaced by the following:

EMPLOYERS LIABILITY

It is agreed this policy shall not apply to loss arising out of bodily injury, including death by accident or disease of any employee of the insured arising out of and in the course of his employment by the insured unless at the time of injury or death there is underlying Employers' Liability insurance covering such loss with a limit of liability of not less than \$100,000.

INSTRUCTIONS

This should be used when there is no underlying employers' liability coverage. To fully exclude omit---"unless at the time"---.

- U36 -

ERISA EXCLUSION
FEDERAL PENSION REFORM ACT OF 1974

It is agreed that this policy shall not apply to any loss incurred by an insured by reason of liability for breach of a fiduciary duty imposed under the "EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974" (Pension Reform Act of 1974).

- U37 -

ERRONEOUS DELIVERY OF LIQUID PRODUCTS

It is agreed that this policy does not apply to any liability for bodily injury, personal injury or property damage arising out of the delivery of any liquid product into a wrong receptacle or to a wrong address or the erroneous delivery of one liquid product for another, if the personal injury, bodily injury or property damage occurs after such operations have been completed or abandoned at the site of such delivery. Such operations shall be deemed complete even though improperly or defectively performed at the wrong address, or even though further operations may be required pursuant to a service or maintenance agreement.

INSTRUCTION

Use when covering gasoline or fuel dealers.

- U38 -

EXCLUSION OF DESIGN OR PROFESSIONAL LIABILITY

It is agreed that policy does not apply to any liability arising out of faulty design, maps, plans, and specifications, or any other error, omissions, or mistake of a professional nature committed or alleged to have been committed by or on behalf of the named insured in the conduct of any of the named insureds business activities.

INSTRUCTIONS

Used where contractor or risk activity designs a system - and no underlying limit E & O coverage

Example:

1. Auto sprinkler system where risk designs, assembles and installs the system.
2. Burglar alarm systems where design and install on risk where endorsement is used, professional engineers and draftsmen are employed.

- U39 -

FAILURE TO RESPOND

It is agreed that this policy shall not apply to liability arising out of the failure of the named insured to respond to any calls or requests for which the named insured provides emergency services.

Emergency service shall include but not be limited to Fire Fighting Services, First Aid Services, and like services.

- U40 -

FIELD OF ENTERTAINMENT EXCLUSION

It is agreed that this Reinsurance shall not apply to any liability for personal injury for libel, slander, defamation of character, humiliation, or invasion of the rights of privacy arising out of any operations by or on behalf of the Insured or any subsidiary thereof.

INSTRUCTIONS

Use to exclude libel, slander, etc. on companies involved in the field of entertainment - films, TV, records, music, theaters, etc.

-U41-

FINANCIAL INSTITUTION ENDORSEMENT

It is agreed that this policy shall not apply:

1. (a) To the Insured's Liability for personal injury, bodily injury or property damage, direct or consequential, and expenses on account of loss arising out of property, real or personal held in the care, custody or control of the Insured, or for such property as to which the Insured for any purpose, is exercising physical control in any Fiduciary capacity.

(b) Money, currency, coin, bank notes, Federal Reserve notes, postage and revenue stamps, U.S. Savings Stamps, bullion, precious metals of all kinds and in any form and articles made therefrom, jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, bonds, securities, evidences of debts, debentures, scrip, certificates, receipts, warrants, rights, transfers, coupons, drafts, bills of exchange, acceptances, notes, checks, withdrawal orders, money orders, travelers letters of credit, bills of lading, abstracts of title, insurance policies, deeds, mortgages upon real estate and/or upon chattels and upon interests therein, and assignments of such policies, mortgages and instruments, and other valuable papers and documents, and all negotiable and non-negotiable instruments or contracts similar to or in the nature of the foregoing, in which the Insured has an interest by reason of predecessor's declared financial condition at the time of the Insured's consolidation or merger with or purchase of, the principal assets of such predecessor, which are held by the Insured for any purpose or in any capacity and whether so held gratuitously or not and whether or not the Insured is liable, therefore, and chattels which are not hereinabove enumerated and for which the Insured is legally liable.
2. (a) To liability assumed by an insured or any employee or agent of an insured under any insurance binder or contract or insurance, suretyship or reinsurance.

(b) To liability resulting from errors or omissions in the writing or failing to write contracts of the type described in 2 (a) above
3. To loss or depreciation of or damage to cash or securities

- U42 -

FINANCIAL INSTITUTIONS ENDORSEMENT
(CONT)

4. To claims arising out of any negligent act error or omission or a mistake committed or alleged to have been committed by or on behalf of the insured in the conduct of any of the insured's business activities.

The term fiduciary shall include, but not by way of limitation:

1. Administrator, executor, trustee under will or personal trust agreement, committee for incompetents, guardian; and agent or sub-agent for any of the foregoing, custodian of securities, manager of real or personal property.
2. Interest or dividend disbursing agent, paying agent, fiscal agent, transfer agent, registrar, agent for voting trustees, warrant agent, depository, or agent for a committee of holders of stock or securities escrow agent or in any similar trust capacity, including trustee under a corporate bond indenture, a sinking fund agent or receiver or trustee appointed by any court in receivership, bankruptcy or reorganization proceedings.

INSTRUCTIONS

Use on banks or similar financial institutions to exclude:

- 1) Real and Personal Property C.C.C.
- 2) Errors and Omissions
- 3) Trust Departments

FOLLOWING-FORM ENDORSEMENT

Unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, liability will not be afforded under the provisions of this policy. If such liability is afforded by valid and collectible underlying insurance as described in the schedule of underlying insurance, the liability afforded under the provisions of this policy will only be provided for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use whenever coverage is to be included only if and to the extent coverage is afforded in the underlying policies.

- U43 -

HOSPITAL PROFESSIONAL LIABILITY

Notwithstanding anything contained herein to the contrary, it is agreed that this policy shall not apply with respect to hospital professional liability to any claim for loss or expense for which insurance is not afforded by the underlying Hospital Professional Liability Policy listed in the Schedule of Underlying Insurance, or by any renewals or replacements thereof.

It is further agreed that the definition of "Named Insured" and "Insured" shall be amended to include:

"The Named Insured and also each member of the Named Insured's Board of Trustees, Directors or Governors while acting within the scope of his duties as a member of such Board."

INSTRUCTIONS

This endorsement is for use in providing following-form hospital malpractice coverage when acceptable.

All other terms and conditions of this policy remain unchanged

- U44 -

INCIDENTAL MEDICAL MALPRACTICE
PROFESSIONAL LIABILITY FOLLOWING FORM ENDORSEMENT

It is agreed that this policy shall not apply to liability arising out of the rendering of, or failure to render professional incidental medical or medical related services, or any error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by, for or on behalf of any insured in the conduct of any of the insured's business activities unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

To fully exclude coverage, omit wording beginning with "unless such liability...."

- U46 -

INCIDENTAL MEDICAL MALPRACTICE
PROFESSIONAL LIABILITY EXCLUSION

It is agreed that this policy shall not apply to any liability arising out of the rendering of, or the failure to render professional incidental medical or medical related services, or any error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by, for or on behalf of any insured in the conduct of any of the insured's business activities.

-U46A-

INDIVIDUAL AS NAMED INSURED

It is agreed that if any named insured designated in the declarations is an individual, coverage under this policy for such individual named insured shall apply only with respect to the conduct of a business of which he is the sole proprietor.

The term "business" includes trade, profession or occupation and the ownership, maintenance or use of farms, and of property rented in whole or in part to others, or held for such rental, by the named insured.

The following use of the named insured's property shall not constitute business;

- (1) occasional rental of the named insured's residence;
- (2) rental in whole or in part to others of a one or two family dwelling usually occupied in part by the named insured as a residence, unless such rental is for the accommodation of more than two roomers or boarders;
- (3) rental of space in the named insured's residence for office, school, or studio occupancy;
- (4) rental or holding for rental not more than three car spaces or stalls in garages or stables.

INSTRUCTIONS

Use where an individual is a named insured, to avoid coverages for the individual's personal (non-business) liability unless umbrella policy definition of insured limits coverage to business pursuits.

INSPECTION SERVICE FOLLOWING FORM

It is agreed that with respect to such insurance as is afforded by this policy for liability arising out of any negligent act, error or omission of the insured or any other person for whose acts the insured is legally liable, in the performance of inspection services, this policy shall not apply to any claim for loss or expense for which insurance is not afforded by the underlying liability policy listed in the Schedule of Underlying Insurance Policies, or by any renewals or replacements thereof.

INSTRUCTIONS

Use on policies covering elevator maintenance or similar risks having a high exposure in the inspection area.

- U48 -

INSURANCE AGENTS, BROKERS AND CONSULTANTS
FOLLOWING FORM ENDORSEMENT

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury, property damage or advertising liability on account of any claim made against the Insured for breach of duty arising out of the rendering of or failure to render, professional's services in the conduct of the Insured's business as an insurance agent, insurance broker or insurance consultant unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use to place E & O on a Following Form basis. To fully exclude coverage, omit..."unless such liability..."

-U49 –

INSURANCE COMPANY ENDORSEMENT

It is agreed that this policy does not apply to any liability bodily injury, personal injury or property damage:

- 1) Arising out of any obligation assumed by the Insured as an insurer or reinsurer under any policy or contract of insurance, reinsurance, surety ship, annuity or endowment;
- 2) Arising out of professional services, errors or omissions committed or alleged to have been committed by the Insured or any person or organization for whose acts the Insured is legally Liable in:
 - a) effecting or failure to effect insurance contracts, binders or policies;
 - b) advising or reporting in any capacity as an insurance company, consultant, insurance. agent or broker;
 - c) rendering of, or failure to render, safety engineering or inspection services;
 - d) the auditing of accounts or records of others;
 - e) the operation of its investment, loan or real estate department;
 - f) failure to settle any claim made under any contract of insurance, suretyship or reinsurance, or to liability of the Insured for the negligent or otherwise improper defense of any claim;
 - g) to property damage to negotiable and nonnegotiable instruments or contracts representing money or other property, real or personal, or other property the custody of which the Insured has undertaken in any fiduciary capacity as trustee, guardian, custodian, escrow or similar capacity either gratuitously or otherwise whether legally liable therefore or not;
 - h) arising out of liability accruing to the Company directly or indirectly from any insurance or reinsurance written by or through any Pool or association including Pools or Associations in which membership by the Company is required under any statutes or regulations;
 - i) to the Insured's liability as a fiduciary arising out of the operation of mutual funds, pension funds or other similar activities;
 - j) arising out of the Insured's liability as a member of or contributor to any insolvency or guarantee funds or other similar organizations or associations;
 - k) to the Insured's liability as a fiduciary arising out of the operation of mutual funds, pension funds or other similar activities;
 - l) arising out of the Insured's liability as a member of or contributor to any solvency or guarantee funds or other similar organizations or associations.

-U50 -

JOINT VENTURE CLAUSE

It is agreed that, as regards any liability of the insured which is insured under this policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the insured has an interest, the liability of the company under this policy shall be limited to

- (a) the percentage interest of the insured in the said joint venture, and;
- (b) the total limit of liability insurance afforded the insured by this policy.

Where the percentage interest of the insured in said joint venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law. Such percentage shall not be increased by the insolvency of others interested in the said joint venture.

It is further agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph (1) above, the liability of the company under this policy, as limited by that paragraph, shall be excess of the sum of:

- (a) such reduced limits of any underlying insurance(s) and;
- (b) the limits of any underlying insurance(s) not reduced.

LABOR UNION ENDORSEMENT

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of:

1. The failure or performance of collective bargaining agreements, labor agreements, labor contracts or any other similar contractual agreement between the named insured and an employer.
2. Any lockout, strike, picket line, or other similar operation incidental to a labor dispute, or to labor negotiations.
3. Any damage to or loss of Money, Currency, Bullion, Precious Metals of all kinds and in whatsoever form and articles made there from Gems, Precious and Semi-precious Stones, Certificates of Stock, Bonds, Coupons, and all other forms of securities, Bills of Lading, Warehouse Receipts, Cheques, Drafts, Money Orders, Stamps, Insurance Policies, and all other negotiable and non-negotiable instruments or contracts representing money or other property real or personal or interests therein and all other documents, valuables and the like in which the insured is interested or the custody of which the insured has undertaken, either gratuitously or otherwise legally liable therefore or not.
4. Any claim made against any insured and caused by, or alleged to have been caused, by any negligent act, error or omission of any insured, or any other person whose actions any insured is legally responsible, in the conduct of the insureds business.
5. Racial or religious discrimination

INSTRUCTIONS

Use when providing coverage on a Labor Union.

- U52 -

LAWYERS PROFESSIONAL LIABILITY FOLLOWING FORM ENDORSEMENT

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage because of any act or omission of the Insured or of any other person for whose acts or omissions the Insured is legally responsible, and arising out of the performance of professional services for others in the Insured's capacity as a lawyer unless such liability is covered by valid and collectible underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use to place Lawyers Professional Liability on a Following Form basis.
To fully exclude, omit..."unless such liability..."

- U53 -

LEAD/LEAD CONTAMINATION EXCLUSION

- A. This insurance does not apply to bodily injury, property damage or personal injury arising out of, caused by, or resulting from lead or lead contamination. This includes injury or damage caused by or through absorbing lead, chewing on, eating or otherwise ingesting lead or inhaling lead; or the contamination of, or existence of, lead in air, ground or water, or any part of a premises including, but not limited to, building materials and paint.
- B. We do not insure here any cost, expense, liability, or loss arising out of any of the following:
- * Any demand, directive, order, or request that any insured or others clean up, contain, detoxify, monitor, neutralize, remove, test for, treat, or in any way assess the effect of or respond to lead or lead contamination; or
 - * Any claim or suit by, or on behalf of, any governmental authority for damages or reimbursement because of cleaning up, containing, detoxifying, monitoring, neutralizing, removing, testing for, treating, or in any way assessing the effects or for responding to lead or lead contamination,

INSTRUCTIONS

Use to exclude lead/lead contamination exposures.

- U54 -

LEASED AUTOMOBILES AUDITED PREMIUM ENDORSEMENT

It is agreed that the premium stated in the Declarations is an estimated premium only. Annually, upon the anniversary date of this policy or upon its termination or cancellation, that portion of the earned premium applicable to leased automobiles shall be computed at a rate of \$_____ per leased automobile.

If the earned premium for leased automobiles thus computed exceeds the estimated advance premium of \$_____ for leased automobiles, the named insured shall pay the excess to the Company, if less, the Company shall return the unearned portion, subject to the minimum premium of \$_____. The named insured shall maintain records of such information as is necessary for premium computation.

INSTRUCTIONS

Use in conjunction with 12.

- U55 -

**LIQUIFIED PETROLEUM GAS
EXCLUSION**

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the sale and/or the filling of any container of liquefied petroleum gas.

- U56 -

LIQUOR LIABILITY FOLLOWING FORM ENDORSEMENT

It is agreed that this policy does not apply to bodily injury, personal injury or property damage for which the Insured or his indemnities may be held liable:

- (1) as a person or organization engaged in the business of manufacturing, distributing, selling or servicing alcoholic beverages (a) in violation of any statute, ordinance or regulation (b) to a minor, (c) to a person under the influence of alcohol, or (d) which causes or contributes to intoxication of any person; or
- (2) if not so engaged, as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage in violation of any statute, ordinance or regulation; unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance and then only for such hazards for which coverage is afforded said underlying insurance.

INSTRUCTIONS

Use to provide Following Form coverage on liquor law liability where such exposure and underlying coverage exists. If coverage is to be fully excluded, eliminate last paragraph of wording.

- U57 -

LIQUOR LIABILITY EXCLUSION

It is agreed that this policy does not apply to bodily injury, personal injury or property damage for which the insured or his indemnitee may be held liable:

1. As a person or organization engaged in the business of manufacturing, distributing, selling or servicing alcoholic beverages: (a) in violation of any statute, ordinance or regulation; (b) to a minor; (c) to a person under the influence of alcohol; or (d) which causes or contributes to the intoxication of any person; or
2. If not so engaged, as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage in violation of any statute, ordinance or regulation.

-U57A-

LOGGING AND LUMBERING ENDORSEMENT

It is agreed that this policy shall not apply to any liability (1) arising out of injury to or destruction of standing timber or timberlands of others, including the loss of use thereof, caused by fire, and arising out of logging or lumbering operations performed by or on behalf of the insured; (2) for fire fighting expenses.

INSTRUCTIONS

Use for any risk which has logging or lumbering exposure.

- U59 -

MARITIME EMPLOYERS' LIABILITY EXCLUSION

It is agreed that this policy shall not apply to any liability for bodily injury to the master or a member of the crew of any vessel.

INSTRUCTION

Use to exclude Employers' Liability for maritime exposures.

- U60 -

MINING LIMITATION ENDORSEMENT

It is agreed that such insurance as is afforded by the policy arising out of the operation of a surface mine for Property Damage applies subject to the underlying provisions

(1) The policy does not apply:

(a) to injury or to destruction of underground property;

(b) to the increased cost of reducing any underground property to physical possession above the surface of the earth, or to the expense incurred or rendered necessary to prevent or minimize loss of or damage to property resulting from acts or omissions causing underground damage.

The term "underground property" as used on this endorsement, means oil, gas, water or other mineral substances, including any title, interest or estate herein, which at the time of the act or loss impairment, or reduction of the value of such title, interest or estate has not been reduced to physical possession above the earth's surface, such term also includes any well, hole, formation, strata or area beneath the surface of the earth in or through which exploration for or production of any such substance is carried on, or casing pipe, bit tool, pump or other drilling or well servicing machinery or equipment which is located in any such well or hole beneath the earth's surface at the time of the accident causing injury or destruction.

(2) The policy does not apply to Property Damage directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by the subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth; if any of the foregoing emanates from a mine, whether active, inactive or abandoned, or operations while being conducted therein.

(3) Except insofar as coverage is available to the insured in the underlying insurance as set forth in the Schedule of Underlying Insurance of the policy, this policy shall not apply under Coverage 1 (b) to:

(a) Injury to or destruction of any property arising out of:

(1) Blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or,

(2) The collapse of or structural injury to any building or structure due to (AA) grading of land, excavation, borrowing, filling or back-filling, tunnelling, pile driving, coffer-dam work or caisson work, or (BB) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

(b) injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, backfilling or pile driving, or to injury to or destruction of property at any time resulting there from.

(4) The policy does not apply to Property Damage caused by seepage, pollution or contamination unless:

(a) such seepage, pollution or contamination is caused by accident and results in Property Damage during the period of the policy or,

(b) subsequent to seepage, pollution, or contamination an accident ensues which causes Property Damage during the period of the policy and then only for Property Damage proximately caused by such an accident.

(5) The policy does not apply to liability for restoration, reclamation, back-filling, grading, planting, covering or other modification of workings, high walls, spoil banks, haulage ways or streams.

It is agreed that the policy does not apply to mining operations at any location other than that at which mining operations were being conducted at the inception of the policy unless the insured has notified the company of the commencement of such operations, and the company has issued an endorsement to the policy extending it to such operations.

INSTRUCTIONS

This endorsement should be attached when the insured's operations include surface mining or quarry operations.

MUNICIPALITIES AMENDATORY ENDORSEMENT

A) It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of:

- (1) Any riot, riot attending a strike, civil commotion, civil disturbance, protest or demonstration or out of any act or condition incident to the prevention or suppression of any of the foregoing;
- (2) The complete or partial failure to supply gas, electricity or water;
- (3) The ownership, maintenance, use or operation of airfields, runways, hangars, buildings or other properties in connection with aviation activities or airports;
- (4) To bodily injury, personal injury or property damage arising out of any professional services performed by or for the Named Insured, including:
 - (a) The preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
 - (b) Supervisory, inspection or engineering services,
 - (c) Any claim for injury, sickness, disease, death or destruction due to the rendering of or failure to render any professional service.
- (5) To claims for loss or damage or any liability of any and all insured arising out of or in any way connected with the application of the principles of eminent domain, condemnation proceedings, retroactive condemnation, inverse condemnation, or reverse condemnation, by whatever such claims are directly against the insured or by virtue of any agreement entered into by or on behalf of the Insured.

B) It is further agreed that this policy shall not apply to any liability for:

- (1) Property damage to property (a) owned or occupied by or rented to the Insured, (b) used by the Insured or (c) in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control;
- (2) Property damage arising out of (a) the explosion hazard, (b) collapse hazard or (c) the underground property damage hazard as defined in the underlying insurance policies;
- (3) Personal Injury arising out of (a) false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention or malicious prosecution or (b) libel, slander, defamation of character, humiliation or invasion of the rights of privacy;

(4) Any liability arising out of the ownership, maintenance, repair or control of streets, sidewalks, culverts or bridges;

(5) Liability assumed by the Insured under any written contract:

Unless liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

- U62 -

NAMED LOCATIONS ONLY ENDORSEMENT

In consideration of the premium charged under this policy, coverage hereunder is restricted to the following locations only:

1.

2.

3.

4.

5.

Any change in conditions shall be reported to the company within thirty (30) days.

NON-CONCURRENCY ENDORSEMENT

Effective at inception and in consideration of the premium charged it is hereby understood and agreed that whereas the period of the Primary and/or Underlying policy or policies including renewals or replacements thereof, with respect to which this policy applies in excess is or may be non-concurrent with the period of this policy.

Now therefore, in the event of reduction or exhaustion of the aggregate limit or limits contained in such Primary and/or Underlying policy or policies solely by payment of losses in respect to accident or occurrences during the period of such Primary and/or Underlying policy or policies it is hereby understood and agreed that such insurance as is afforded by this policy shall apply as primary insurance, notwithstanding anything to the contrary in the terms and conditions of this policy.

OIL INDUSTRIES ENDORSEMENT

It is hereby understood and agreed that this policy shall not cover any liability imposed upon the insured by law or assumed by the insured under contract for:

- (1) loss of hole or in-hole equipment (including fishing expenses), or any expense incurred in regaining control of any oil or gas well.
- (2) loss of or damage to any of the following:
 - (a) oil, gas, water or other mineral substances which have not been reduced to physical possession above the surface of the earth;
 - (b) any well, hole, formation, strata or area in or through which exploration for or production of any substance is carried on:
- (3) property damage arising out of the blowout or cratering of any oil or gas well.
- (4) property damage resulting from any contamination by saline substance including property damage to any of the following wherever located:
 - (a) oil, gas, water or other mineral substances if the property damage is caused directly or indirectly by a saline substance;
 - (b) any other property, if the property damage results from the Property Damage described in (a) above.
- (5) loss of, damage to or loss of use of drilling tools, pipes, collars, machinery and equipment leased by or rented to, or in the care, custody and control of any insured.
- (6) seepage, pollution or contamination hazards as follows:
 - (a) personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
 - (b) cost of removing, nullifying or cleaning-up seeping, polluting or contamination substances.
 - (c) fines, penalties, punitive or exemplary damages.

- U65 -

OCCUPATIONAL DISEASE EXCLUSION ENDORSEMENT

This policy shall not apply to Ultimate Net Loss by Occupational Disease sustained by any employee of the Insured.

Occupational Disease is any abnormal condition or disorder, other than one resulting from an occupational injury, caused by a repetitive exposure to environmental factors associated with employment. It includes acute and chronic illnesses or diseases which may be caused by inhalation, absorption, ingestion or direct contact.

It is further agreed that the aggregate limits shown in the Schedule of the Underlying Insurance shall neither be reduced nor exhausted by reason of any paid losses or cost of defense caused by or arising out of the above exclusion.

PARTNERSHIP AS NAMED INSURED

It is agreed that, if the named insured is or includes a partnership, the term "insured" shall include any partner thereof, but only with respect to his liability as such.

INSTRUCTIONS

Use wherever named insured includes a partnership and policy definition of "insured" does not include this wording.

- U67 -

PERSONAL INJURY LIABILITY FOLLOWING FORM
ENDORSEMENT

It is agreed that this policy shall not apply to any liability for personal injury arising out of:

(1) false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention or malicious prosecution; or

(2) libel, slander, defamation of character, humiliation, or invasion of the rights of privacy, unless arising out of advertising activities;

Unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use to provide following-form coverage for libel, slander, or false arrest, etc.

-U69 -

PERSONAL PROPERTY CCC EXCLUSION

It is agreed that this policy shall not apply to any liability for property damage to personal property:

- (1) owned or occupied by or rented to the insured,
- (2) used by the insured, or
- (3) in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control.

INSTRUCTIONS

Use to exclude damage to personal property in the insured's care, custody or control.

- U70 -

POLLUTION EXCLUSION-ABSOLUTE

(1) It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, Liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water.

(2) It is agreed that Exclusion (insert No.) is amended to read as follows:

It is agreed that this policy does not apply to any liability for bodily injury, personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot's, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water.

INSTRUCTIONS

Use where pollution is to be totally excluded. Use form (1) where umbrella policy does not contain a Pollution Exclusion. Use (2) where umbrella policy contains a Pollution Exclusion on a "sudden and accidental" basis.

- U71 -

PRODUCTS-COMPLETED OPERATIONS LIABILITY
FOLLOWING -FORM ENDORSEMENT

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury, property damage or advertising injury arising out of products or completed operations unless such liability is covered by valid and collectible underlying insurance, and then only for such hazards for which coverage is afforded said underlying insurance.

INSTRUCTIONS

Use to provide Following-Form coverage for Products or Completed Operations Liability, where underlying coverage is limited or restricted. To fully exclude coverage, omit wording beginning with "unless such liability..."

- U72 -

PROFESSIONAL LIABILITY EXCLUSION

It is agreed that this policy shall not apply to liability arising out of the rendering of or failure to render professional services, or any error or omission, malpractice or mistake of a professional nature committed by or on behalf of the named insured in the conduct of any of the insured's business activities.

INSTRUCTIONS

Use to exclude Professional Liability.

- U73 -

PROFESSIONAL LIABILITY FOLLOWING FORM ENDORSEMENT

It is agreed that this policy shall not apply to liability arising out of the rendering of or failure to render professional service, or any error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of the named insured in the conduct of any of the insured's business activities unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use to place Professional Liability on a following--form basis for hospitals, nursing homes, barber shops, beauty parlors and other risks with professional liability exposure.

- U74 -

PROPERTY DAMAGE LIMITATION EXPLOSION, COLLAPSE
AND UNDERGROUND HAZARDS

It is agreed that this policy shall not apply to any liability for property damage arising out of

- (a) the explosion hazard,
- (b) the collapse hazard, or
- (c) the underground property damage hazard

as defined in the underlying insurance policies, unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use to provide following-form coverage for X, C, or U. To fully exclude coverage, omit wording beginning with "unless such liability

- U75 -

PUBLIC OFFICIAL LIABILITY EXCLUSION

It is agreed that no coverage or defense is provided by the policy for claims or suit made against the named insured's public official or members of any board of governors and caused by a wrongful act.

"Wrongful act" means any and all of the following,,: actual or alleged errors, misstatement or misleading, statement, act or omission or neglect of any board of governor or similar body while acting solely in such capacity.

- U76 -

PUBLISHERS' LIABILITY ENDORSEMENT

It is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of the utterance or dissemination of any printed or published material, except as respects advertising by or on behalf of the insured for the purpose of promoting its own business if such advertising does not involve quoting from the text of any printed or published material, unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use to provide following-form coverage on publishing activities. To fully exclude coverage omit wording beginning with "unless such liability....."

- U77 -

PUBLISHER'S LIABILITY EXCLUSION

It is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of the utterance or dissemination of any printed or published material, except with respect to the advertising by or on behalf of the insured for the purpose of promoting its own business if such advertising does not involve quoting from the text of any printed or published material.

-U77A-

REAL ESTATE AGENTS PROFESSIONAL
LIABILITY ENDORSEMENT

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury, property damage or advertising liability on account of any claim made against the Insured for breach of duty arising out of the rendering of or failure to render professional services in the conduct of the Insured's business as a real estate agent.

INSTRUCTIONS

Use to exclude Real Estate Agents Errors & Omissions.

-U78 -

REAL ESTATE AGENTS PROFESSIONAL LIABILITY ENDORSEMENT

With respect only to the insured's professional services as a real estate agent, it is agreed that the policy is amended to include the following:

PROFESSIONAL LIABILITY

The company will indemnify the insured for ultimate net loss in excess of the applicable limits of liability of the underlying insurance which the insured becomes legally obligated to pay on account of any claim made against the insured for breach of duty arising out of the rendering of or failure to render professional services in the conduct of the insured's business as a real estate agent, hereinafter called "Professional Liability".

EXCLUSIONS

This Professional Liability insurance shall not apply unless such liability is covered by a valid and collectible Real Estate Agents Errors and Omissions Policy as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said policy.

INSTRUCTIONS

Use where professional liability is to be provided on a following-form basis.

- U79 -

RECREATIONAL VEHICLES EXCLUSION

It is agreed that this policy shall not apply to any liability arising out of the ownership, maintenance, operation, use, loading or unloading of any vehicle generally referred to as a "Recreational Vehicle", unless such liability is covered by valid and collectible underlying insurance as described in the Schedule of Underlying Insurance, at the limits of Liability shown in such schedule, and then only for such hazards for which coverage is afforded under said underlying insurance.

The term "Recreational Vehicle", as used herein, shall include such vehicles as snowmobiles, mini-bikes, all-terrain vehicles (ATV), and any other similar vehicles designed principally for use off public roads, whether or not subject to motor vehicle registration.

INSTRUCTIONS

Use to exclude recreational vehicles.

RETROACTIVE EXCLUSIONS CLAUSE

It is agreed that, notwithstanding anything contained herein to the contrary, this policy will not pay on behalf of the Insured any sums for which the Insured shall become legally obligated to pay, nor will the policy defend any claim or suit by reason of any wrongful act, error or omission committed or alleged to have been committed prior to inception date.

It is further understood and agreed that in consideration of the premium charged, the policy excludes all claims, arising from all pending or prior litigation as well as all future claims arising out of said pending or prior litigations.

INSTRUCTIONS

Use whenever there is non-concurrency in Policy and/or Certificate effective dates.

-U 83 -

RIOT EXCLUSION ENDORSEMENT

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of any riot, riot attending a strike, civil commotion, civil disturbance, protest or demonstration or out of any act or condition incident to prevention or suppression of any of the foregoing.

INSTRUCTION

Use to exclude riot and civil commotion exposures where exposure exists.

-U84 -

SCHOOL ENDORSEMENT

It is agreed that the insurance afforded by this policy shall not apply to any liability arising out of:

- A) Bodily injury, personal injury or property damage arising out of the ownership, maintenance or use of any trampoline or similar equipment, used a springboard or rebounding device.
- B) Any legal liability of elected or appointed members of the Board of Education Trustees or School Directors of the School District for any actual or alleged errors, misstatements or misleading statements, acts or omissions or neglect or breach of duty, individually or collectively, in the discharge of School District duties, or any matter claimed against them solely by reason of being or having been the Insured during the policy period.

It is further agreed that this policy shall not apply under Coverage 1(a) and (b) for:

1. Injury to any pupil arising out of Corporal Punishment;
2. Employees as Additional Insured's;
3. Participating in or practicing for any contest or exhibition of an athletic or sports nature sponsored, conducted or directed by the Insured.

Unless such liability is covered by valid and collectible underlying insurance as described in the Schedule of Underlying Insurance.

INSTRUCTION

Use on schools to exclude E & O. Places Corporal Punishment and athletic contest on Following-Form basis. To fully exclude coverage, omit the wording beginning with "Unless such liability..."

SECURITY SERVICES LIMITATION

It is agreed that this policy does not apply to any liability for property damage to any property for which the insured provides security or protection service (including-but not limited to private police, fire patrols, watchmen, guards or other security personnel).

INSTRUCTIONS

Use to exclude CCC on security service operations.

- U87 -

S.E.C. LIABILITY EXCLUSION ENDORSEMENT

It is agreed that this policy shall not apply to any liability resulting out of the intentional or unintentional violation or violations of any provision or provisions of the Federal Securities Act of 1933 or any amendments thereof or the Federal Securities Exchange Act of 1935 or any amendments thereof or any similar law, common or statutory, of any state or of the United States.

-U 88 -

SEEDMEN'S ERRORS AND OMISSIONS ENDORSEMENT

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of failure of seed sold by the Insured to conform to the variety or quality specified by the Insured, or to be suitable for the purpose specified by the Insured, unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance and then only for such hazards for which coverage is afforded under said underlying insurance.

The term "seed" wherever used herein shall include seeds, bulbs, plants, roots, tubers, cuttings or other similar means of plant propagation.

INSTRUCTIONS

Use to provide Following-Form coverage for Seedmen's Errors and Omissions. To fully exclude coverage, omit wording "... unless such liability is covered..."

- U89 -

EXCLUSION - SEXUAL ABUSE OR SEXUAL MOLESTATION

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual or threatened sexual abuse or sexual molestation to any person by or at the direction of an insured, an insured's employee or any other person for whom any insured is legally responsible.

- U90 -

SHIP REPAIRS LIABILITY EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply with respect to the liability of the insured for loss of or damage to vessels, crafts, equipment, cargoes, freights, and other interests on board, which are in their care, custody or control for the purpose of alteration, repair or service.

-U91 -

SPORTS PARTICIPANTS EXCLUSION

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury to any person while practicing for or participating in or officiating at, any contest or exhibition of an athletic or sports nature sponsored, conducted or directed by the Insured.

INSTRUCTION

Use to exclude injury to athletic contestants.

- U92 -

SUB-CONTRACTOR WARRANTY ENDORSEMENT

It is agreed that the insured will require all sub-contractors by their contract agreements to provide a Certificate of Insurance evidencing in force liability insurance affording same limits as insured.

INSTRUCTIONS

Use on all General Contracting risks and on any other type of contractor using Sub-Contractors.

- U93 -

SUBSIDENCE ENDORSEMENT

It is agreed that the policy does not apply to any liability for Property Damage directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by the subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movements of land or earth; if any of the foregoing emanates from or is attributable to, any operations of the insured.

INSTRUCTIONS

Used on underground coal mines. To exclude subsidence on drilling mining or excavation exposures.

- U94 -

SUPPLEMENTARY POLLUTION EXCLUSION

It is agreed that if with respect to operations described in this endorsement, there is 'a discharge, dispersal, release or escape of oil or other petroleum substance or derivative (including any oil refuse or oil mixed with wastes) into or upon any watercourse or body of water, the insurance afforded by this policy shall not apply to personal injury or property damage arising out of such discharge, dispersal, release or escape whether or not sudden and accidental.

DESCRIPTION OF OPERATIONS

Gas Lease Operators Natural Gas Gasoline Recovery from casing head or natural gas non-operating working interests oil or gas well shooting oil or gas wells Acidizing oil or gas wells Cementing oil or gas wells Cleaning or swabbing by contractors oil or gas wells Drilling or redrilling, installation or recovery of casing oil or gas wells Instrument logging or survey work in wells oil or gas wells Perforating of casing oil lease operators oil pipe lines Operations, including maintenance oil rig or derrick erecting or dismantling Wood or metal – including construction of foundations or structure or installation of equipment

- U95 -

TEACHER'S LIABILITY ENDORSEMENT

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury to any pupil arising out of corporal punishment unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use to provide Following-Form coverage for corporal punishment. If coverage is not in primary program, exclude fully by omitting wording beginning with "unless such liability..."

- U96 -

TOBACCO PRODUCTS EXCLUSION

With respect to products liability, it is agreed that this insurance does not apply to any claim, suit, demand or judgment based upon or alleging the contraction, aggravation or exacerbation of carcinoma, arteriosclerosis, heart disease or other disease of the human body as a result of consumption or use of tobacco products sold, handled or distributed by the insured.

-U97-

TRAMPOLINE EXCLUSION ENDORSEMENT

It is agreed that this policy shall not apply to any liability arising out of bodily injury, personal injury or property damage arising out of the ownership, maintenance or use of any trampoline or similar equipment, used as springboard or rebounding device.

- U98 -

TRAVEL AGENCY ENDORSEMENT

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage:

(1) due to the leasing, chartering, renting, arranging, recommending, use or operation of any means of transportation by or for others as part of any travel tour, chartered trip or travel plan; or

(2) caused by any breach of duty, negligent act, error or omission of the Insured or of any person for whose acts the insured is legally liable and arising out of the conduct of the Insured's business as travel agent.

INSTRUCTION

Use to exclude Errors and Omissions on Travel Agents.

- U99 -

TRUST DEPARTMENT ENDORSEMENT

It is agreed that the insured while acting in any fiduciary capacity through its Trust Department will maintain insurance or for the purpose of this insurance it shall be deemed such insurance is in force:

Minimum Underlying Insurance

Comprehensive General Liability including the Products hazard and Completed operations hazard and Contractual Liability, written without special restrictive endorsements and on standard forms in general use with limits of at least:

Bodily Injury	\$500,000 each person \$1,000,000 each occurrence \$1,000,000 annual aggregate products \$1,000,000 annual aggregate completed operations
Property Damage	\$250,000 each accident \$250,000 annual aggregate where applicable

Comprehensive Automobile Liability written without special restrictive endorsements on Standard Forms in general use with limits of at least:

Bodily Injury	\$250,000 each person \$500,000 each occurrence
Property Damage	\$100,000 each occurrence

The terms of this endorsement shall also apply to any "insured" included in that definition as set forth in insuring agreements of the policy.

INSTRUCTIONS

Use on banks or similar financial institutions when it is the intent to include Trust Departments.

- U100 -

UNIMPAIRED AGGREGATE

In consideration of the premium charged it is understood and agreed that the underlying aggregate limits, where applicable, shall be unimpaired at the attachment date of this policy and for the purpose of this insurance, only occurrences taking place during the term of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

INSTRUCTIONS

Use when Policy and Certificate dates are not concurrent.

- U101-

UNINSURED LOCATIONS EXCLUSION

It is agreed that such coverage as is afforded by this policy shall not apply to liability arising from locations not insured by the General Liability Policy designated in the Declarations, but this exclusion shall not apply if the insured has available to him, as an insured, other valid and collectible insurance on a primary basis for such liability, at limits equivalent to those shown in the Declarations.

INSTRUCTIONS

Used on some real estate holding firms - where expansion and additional locations are sure to come into existence.

- U102 -

CATASTROPHE LIABILITY
UNINSURED/UNDERINSURED MOTORISTS COVERAGE
CATASTROPHE POLICIES - REJECTION FORM

Attach Securely to Catastrophe Applications or Information Requests

NAMED INSURED(S) _____

POLICY NUMBER _____

POLICY EFFECTIVE DATES _____ TO _____

EFFECTIVE DATE OF REJECTION _____

AGENT _____ AGENT'S NUMBER _____

REJECTION OF UNINSURED MOTORISTS COVERAGE

I (we), the Named Insured, decline insurance protection against Uninsured Motorists including Underinsured Motorists. I (we) request that you eliminate such coverage from my (our) policy and all future renewals.

Named Insured's Signature _____ Date: _____

_____ Date: _____

(If two names appear above, both must sign.)

UTILITY ENDORSEMENT-ELECTRIC, GAS OR WATER

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the complete or partial failure to supply electricity, gas or water.

INSTRUCTIONS

Use on all utility risks or risks with utility exposure. To exclude "failure to supply".

- U104 -

VOLUNTEER FIREMEN

It is agreed that such insurance is afforded by the under mentioned policy does not apply to bodily injury and personal injury to any Volunteer Fireman, whether or not such Volunteer Fireman is a member of the Named Insured Department, while in the course of his duties as such.

- U105 -

WARRANTY OF WAIVER OF SUBROGATION ENDORSEMENT

It is agreed that the named insured warrants that on all real property leased, rented to or occupied by the insured, waivers of subrogation have been secured from the owner or general lessee of the property, as respects damage to such property.

INSTRUCTIONS

Attach where real property is in care, custody and control, but property coverage has been purchased and a waiver of subrogation obtained.

- U107 -

WATERCRAFT LIMITATION

It is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft. unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

INSTRUCTIONS

Use to provide Following-Form coverage for watercraft. To fully exclude coverage, omit wording beginning with "unless such liability..."

-U108-

**EXCLUSION - YEAR 2000 COMPUTER RELATED / ELECTRONIC PROBLEMS
- WITH EXCEPTION FOR BODILY INJURY ON YOUR PREMISES**

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising directly or indirectly out of:

- A. Any actual or alleged failure, malfunction, or inadequacy of.
- (1) Any of the following, whether belonging to any insured or to others:
 - (a) Computer hardware, including microprocessors or other Electronic Data Processing Equipment as may be described elsewhere in the policy;
 - (b) Computer application software or other Electronic Media and Records as may be described elsewhere in the policy;
 - (c) Computer operating systems and related software;
 - (d) Computer networks;
 - (e) Microprocessors (computer chips) not part of any computer system;
 - (f) Any other computerized or electronic equipment or components; or
 - (2) Any other products and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph I .a. of this endorsement due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.
 - (3) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph I .a. of this endorsement.

However, this exclusion does not apply to "bodily injury" occurring on any premises owned by or rented to you.