

Policy Number: EEX000401-00
Renewal of Number: NEW

Clarendon national

Clarendon National Insurance Company

A Member of the Hannover Re Group

Statutory home office:
224 West State St.
Trenton NJ 08608

Administrative office:
1177 Avenue of the Americas
New York, NY 10036

EXCESS LIABILITY DECLARATIONS

Item 1. Named Insured and Mailing Address

Agent Name and Address

Tenant Users Of Facilities Of University Risk Management
and Insurance Association Member Institutions
342 North Main Street
West Harford, CT 06117

Entertainment Brokers International
10940 Wilshire Blvd., 17th Floor
Los Angeles, CA 90024
Agent No. 23401

Item 2. Policy Period

From: 10/01/04

To: 10/01/05

At 12:01AM Standard Time at the Mailing Address Shown Above

Item 3. Coverage:

EXCESS LIABILITY

Item 4. Limits of Liability:

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

Item 5. Premium:

\$ 2,000 + \$60 TRIA

Taxes, Surcharges & Fees:

\$ N/A

Total:

\$ 2,060

Minimum Premium:

\$ 2,060

Item 6. Basis of Premium: FLAT

Item 7. Underlying Policy Number(s): Per EBI UM 300 (05-02)

Item 8. Form(s) and Endorsement(s) made a part of the policy at time of issue:

Per C-GLS-3 (02/94)

Countersigned:

Date: _____


By: _____

Authorized Representative

THIS POLICY TOGETHER WITH THE POLICY CONDITIONS, COVERAGE PARTS AND FORMS
AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY

CLARENDON NATIONAL INSURANCE COMPANY

In Witness Whereof, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

A handwritten signature in black ink that reads "Detlef Steiner". The letters are cursive and somewhat stylized.

Dr. Detlef Steiner, President

A handwritten signature in black ink that reads "Gary Ketels". The signature is more compact and stylized than the one to its left.

Gary Ketels, Secretary

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SCHEDULE OF FORMS

| NAMED INSURED | EFFECTIVE DATE | POLICY NUMBER |
|--|--|---------------|
| Tenant Users Of Facilities Of University Risk Management and Insurance Association Member Institutions | 10/01/04 | EEX000401-00 |
| EBI EX DEC 100 (05-02) | Excess Liability Policy Declarations | |
| CN 019 11 01 | Signature Page | |
| C-GLS-3 (02/94) | Schedule Of Forms | |
| ENDORSEMENT NO. 01 | Rate & Minimum Premium Table | |
| ENDORSEMENT NO. 02 | Quarterly Reporting Schedule | |
| IL 02 60 09 00 | Connecticut Changes – Cancellation and Nonrenewal | |
| EBI UM CT 301 (03-03) | Connecticut Changes | |
| EBI UM 300 (05-02) | Schedule Of Primary Insurance | |
| EBI EX 200 (05-02) | Excess Liability Policy | |
| EBI EX 301 (05-02) | Asbestos Exclusion | |
| EBI EX 302 (05-02) | Cross Suits Exclusion | |
| EBI EX 303 (05-02) | Discrimination Liability Exclusion | |
| EBI EX 304 (05-02) | Employee Injury/Practices Exclusion | |
| EX 305 (03-04) | Fungi Or Bacteria Exclusion | |
| CU 21 31 12 02 | Limited Terrorism Exclusion (Other Than Certified Acts Of Terrorism); Cap On Losses From Certified Acts Of Terrorism | |

C-GLS-3 (02/94)

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POLICY CHANGE ENDORSEMENT # 01

| | | |
|---|-----------------------------------|--------------------------------------|
| NAMED INSURED Tenant Users Of Facilities Of University Risk Management and Insurance Association Member Institutions | EFFECTIVE DATE 10/01/04 | POLICY NUMBER EEX000401-00 |
|---|-----------------------------------|--------------------------------------|

| Limit Of Liability Excess of Primary | Per Risk Minimum Premium Per Million | Total Rate Against Primary |
|---|---|---------------------------------------|
| \$1,000,000 | 500 | 30% |
| \$2,000,000 | 250 | 45% |
| \$3,000,000 | 250 | 55% |
| \$4,000,000 | 250 | 60% |
| \$5,000,000 | 250 | 65% |

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POLICY CHANGE ENDORSEMENT # 2

| | | |
|---|-----------------------------------|--------------------------------------|
| NAMED INSURED Tenant Users of Facilities of University Risk Management And Insurance Association Member Institutions | EFFECTIVE DATE 10-01-04 | POLICY NUMBER EEX000401-00 |
|---|-----------------------------------|--------------------------------------|

QUARTERLY REPORTING

| | | | | | |
|-------------------------------|----------|-----------------------------|----------|----------|----------|
| 1 ST QUARTER START | 10-01-04 | 1 ST QUARTER END | 01-01-05 | DUE DATE | 01-15-05 |
| 2 ND QUARTER START | 01-02-05 | 2 ND QUARTER END | 04-02-05 | DUE DATE | 04-16-05 |
| 3 RD QUARTER START | 04-03-05 | 3 RD QUARTER END | 07-03-05 | DUE DATE | 07-16-05 |
| 4 TH QUARTER START | 07-04-05 | 4 TH QUARTER END | 10-01-05 | DUE DATE | 10-15-05 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES

This endorsement modifies insurance provided under the following:

UMBRELLA AND EXCESS LIABILITY POLICY
EXCESS LIABILITY POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. The exclusion contained in Paragraph **7.a.(3)** of EXCLUSIONS UNDER COVERAGES A AND B does not apply to "property damage" to a residence or private garage caused by a "covered auto" of the private passenger type.
2. Paragraph 1. of B. PAYMENT OF EXPENSES – COVERAGES A AND B of Section IV. DEFENSE AND EXPENSE OF CLAIMS AND SUITS is amended as follows for liability arising out of the ownership, maintenance or use of "covered autos":

The following are added:

We will pay for the insured up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations). We do not have to furnish these bonds.

We will pay all expenses incurred by an insured for first aid to others at the time of an "occurrence".

At your request we will issue (or arrange for the issuance of) a bond to release attachments. The amount of the bond will not exceed the limit of liability stated in the policy.

3. Paragraph **C.3.a.** contained in **Section II – Who Is An Insured** is amended to include the following:

- (3) Your "employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, we will cover "bodily injury" caused by your "employee" to his fellow "employee".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

UMBRELLA AND EXCESS LIABILITY POLICY

Schedule of Primary Insurance

| Name of Underlying Insurer Underlying Policy Number Underlying Policy Period | Coverage | Limit of Insurance (Underlying Limit) |
|--|--|--|
| Company: Policy Number: Policy Term: | <input type="checkbox"/> Any Automobile <input type="checkbox"/> Owned Automobiles <input type="checkbox"/> Non-Owned Automobiles <input type="checkbox"/> Hired Automobile | Bodily Injury \$N/A each person \$N/A each accident Property Damage \$N/A each accident Combined Single Limit \$ each accident |
| Company: Policy Number: Policy Term: | | Bodily Injury by Accident \$ each accident Bodily Injury by Disease \$ policy limit \$ each employee |
| Company: Clarendon National Insurance Company Policy Number: EGL001819-00 Policy Term: 10/01/04 – 10/01/05 | Commercial General Liability <input checked="" type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims Made Form Retroactive Date: | General Aggregate \$NONE Products Complete Operations Agg. \$1,000,000 Personal and Advertising Limit \$1,000,000 Each Occurrence Limit \$1,000,000 |
| Company: Clarendon National Insurance Company Policy Number: EPF000384-00 Policy Term: 10/01/04 – 10/01/05 | Other: Third Party Property Damage | \$1,000,000 Limits Each Loss |

EXCESS LIABILITY POLICY

DECLARATIONS PAGE
Named Insured
Policy Period
Coverage
Limits of Liability
Premium
Basis of Premium
Underlying Policy Number(s)
Form(s) and Endorsement(s)

PREAMBLE..... PAGE 2

SECTION I. COVERAGES..... PAGE 2

SECTION II. DEFENSE AND EXPENSE OF CLAIMS AND SUITS PAGE 2

SECTION III. LIMITS OF INSURANCE PAGE 3

SECTION IV. DEFINITIONS PAGE 4

SECTION V. EXCLUSIONS..... PAGE 4

SECTION VI. CONDITIONS..... PAGE 5

PREAMBLE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights and duties, and what is and is not covered. We will not pay sums or perform acts or services unless explicitly provided for in this policy. Wherever boldfaced in this policy the words **You** and **Your** refer to the Named Insured shown in the Declarations and the words **We**, **Us** and **Our** refer to the Company providing this insurance. The word **Insured** means any person or organization qualifying as such under the definition found in the DEFINITIONS Section.

Other words and phrases that are boldfaced have special meaning. Refer to the DEFINITIONS Section.

I. SECTION I. COVERAGES

This coverage only applies to injury or damage covered by the **Primary Insurance**. The definitions, terms, conditions, limitations and exclusions of the **Primary Policies**, in effect at the inception date of this policy, apply to this coverage unless they are inconsistent with provisions of this policy or relate to premium, subrogation, **Other Insurance**, an obligation to investigate or defend, the amount or limits of insurance, payment of expenses, cancellation or any renewal agreement. Subject to the other provisions of this policy, **We** will pay on behalf of the **Insured** those sums in excess of **Primary Insurance** that the **Insured** becomes legally obligated to pay as damages. The amount **We** will pay for damages is limited as described in SECTION III-LIMITS OF INSURANCE.

A. OCCURRENCE FORM

If a **Primary Policy** applies on the basis of injury or damage which occurs during the period of that policy, then this coverage shall only apply on the same basis and in a like manner to injury or damage which occurs during **Our** policy period.

B. CLAIMS-MADE FORM

If a **Primary Policy** applies on the basis of claims first made against the **Insured** during the period of that policy, then this coverage shall only apply to those claims on the same basis and in a like manner, provided:

- (1) The date such claim is first made against the **Insured** is during **Our** policy period, and
- (2) The injury or damage occurs on or after the Retroactive Date shown in the Declarations of this policy and prior to the termination of this policy.

Extended Reporting Period

If a **Primary Policy** provides coverage under an Extended Reporting Period for a claim, then coverage under this policy will apply to that claim in a like manner, provided:

- (1) Coverage **We** afford will only be excess of coverage under an Extended Reporting Period provided by the **Primary Policy**;
- (2) The injury or damage occurs on or after the Retroactive Date shown in the Declarations of this policy and prior to the termination of this policy;
- (3) The Extended Reporting Period will not reinstate or increase the Limits of Insurance of this policy or extend **Our** Policy Period; and
- (4) If the **Primary Policy** requires a written request from You in order for its Extended Reporting Period to apply to such claim, then:
 - (a) **We** must also receive a written request from You no later than sixty (60) days after the termination of this policy, and
 - (b) **You** must promptly pay an additional premium to **Us** when due.

The amount of the additional premium will be determined by **Us**. This premium for **Our** Extended Reporting Period will not exceed 200% of the annual premium of this policy and will be deemed fully earned.

SECTION II. DEFENSE AND EXPENSE OF CLAIMS AND SUITS

A. DEFENSE

At **Our** discretion, **We** may:

- (1) Investigate any occurrence or claim, and
- (2) Settle any claim or **Suit** of which **We** assume charge of the settlement or defense.

When insurance is available to the **Insured** under any **Primary Insurance**, **We** will have the right and opportunity, although not the obligation, to associate with the **Primary Insurer** in the defense and control of any claim or **Suit** which, in **Our** opinion, may create liability under this policy.

We will assume charge of the settlement or defense of any claim or **Suit** against the **Insured** seeking damages to which this policy applies and to which no **Primary Insurance** or **Other Insurance** applies because of exhaustion of the aggregate limits of insurance of the **Primary Policies** or **Other Insurance**.

We will not be required to defend any claim or **Suit** after the applicable limit of **Our** insurance has been exhausted by the payment of judgments or settlements.

B. PAYMENT OF EXPENSES

- (1) With respect to any claim or **Suit** which **We** assume charge of the settlement or defense, **We** will pay:
 - (a) All expenses **We** incur.
 - (b) Costs taxed against the **Insured** in the **Suit**.
 - (c) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. **We** do not have to furnish these bonds.
 - (d) Other reasonable expenses incurred by the **Insured** at **Our** request to assist **Us** in the investigation or defense of the claim or **Suit**, including actual loss of earnings up to \$100 a day, because of time off from work.
 - (e) Prejudgment interest awarded against the **Insured** on that part of the judgment **We** pay. If **We** make an offer to pay prior to judgment, **We** will not pay any prejudgment interest on the amount **We** offer to pay for the period of time following that offer.
 - (f) Interest on the amount of any judgment that accrues after entry of the judgment and before **We** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
- (2) With respect to any claim or **Suit** to which this policy applies and for which **We** do not assume charge of the settlement or defense:
 - (a) **We** will pay expenses **We** directly incur at **Our** discretion.
 - (b) **We** will not pay expenses:
 - (i) Incurred by **You** or others, or
 - (ii) Included in any **Primary Insurance** or **Other Insurance**
- (3) Payment under (1) or (2) above, will not reduce **Our** Limit of Insurance.

SECTION III. LIMITS OF INSURANCE

A. OCCURRENCE LIMIT

- (1) The Limit of Insurance stated in the Declarations as applicable to “each occurrence” shall be the total limit of **Our** liability for all damages arising out of any one occurrence. That limit is the most **We** will pay regardless of the number of coverages, **Insureds**, persons, or organizations sustaining injury or damage, or claims made or **Suits** brought.
- (2) If the limit of insurance of the applicable **Primary Policy** applies on a basis other than each occurrence, the insurance afforded by this policy shall apply in the same manner as the applicable **Primary**

Policy. Irrespective of how the insurance afforded by this policy applies, in no event shall the total limit of **Our** liability exceed the limit stated in the Declarations for “each occurrence.”

- (3) This insurance shall apply only in excess of the applicable Limit of Liability shown in the Schedule of Primary Insurance attached to this policy.
 - (a) If the applicable Limit of Liability shown in the schedule of Primary Insurance for a **Primary Policy** applies on a claims-made basis, and if it has been reduced or exhausted by payments for claims or claims expense, then **Our** policy shall apply in excess of such reduced Limit of Liability or, if such limit has been exhausted, shall afford coverage to the extent that insurance was afforded by the **Primary Policy**; provided that:
 - (b) If the applicable Limit of Liability shown in the Schedule of Primary Insurance for a **Primary Policy** applies on other than a claims-made basis, and if it has been reduced or exhausted by payments for damages arising out of occurrences which took place during **Our** Policy Period, then **Our** policy shall apply in excess of such reduced Limit of Liability or, if such limit has been exhausted, shall afford coverage to the extent that insurance was afforded by the **Primary Policy**.
 - (i) Such claim is for damages arising out of an occurrence which took place before the termination of **Our** Policy Period (but not before the Retroactive Date shown in the Declarations), and
 - (ii) The claim is first made against the **Insured** during **Our** Policy Period or during an Extended Reporting Period provided by this policy.
 - (c) If coverage is provided by this policy in accordance with either (a) or (b) above, such coverage shall not apply on or after the inception date of the next succeeding annual period of the applicable **Primary Policy**.

B. AGGREGATE LIMIT

Subject to **Our** Limit of Insurance for “each occurrence” as described above, the Limit of Insurance stated in the Declarations as “aggregate” is the most **We** will pay for all damages because of injury arising out of:

- (1) **Occupational Disease** sustained by employees of the **Insured**, or the spouses,

children, parents or siblings of those employees; or

- (2) The products-completed operations hazard as that hazard is defined in **Primary Insurance**; or
- (3) Any hazard (other than those described in (1) or (2) above) for which the terms of the **Primary Insurance** provide coverage which is subject to an aggregate limit, and to which this policy also applies.

C. OCCURRENCE LIMIT AND AGGREGATE LIMIT

If the limit of insurance available to the **Insured** under the applicable **Primary Policy** is greater than the amount shown in **Our** Schedule of Primary Insurance, this policy shall apply in excess of that greater limit.

SECTION IV. DEFINITIONS

As used in the policy, the following words or phrases mean:

A. INSURED –

- (1) The **Named Insured**, and
- (2) Any person or organization included as an insured or additional insured in any **Primary Policy**, provided that **Our** policy does not apply to damages arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the Declarations of this policy and a **Named Insured**.

B. NAMED INSURED –

- (1) The Named Insured stated in the Declarations of this policy, and
- (2) Any named insured or additional named insured in any **Primary Policy**; provided that, with respect to persons or organizations included within **Primary Insurance** as named insureds after the effective date of this policy, this coverage only applies for the first ninety (90) days following the date such persons or organizations are included within **Primary Insurance** unless (a) within the ninety (90) day period **You** request **Us** to include such person or organization as a named insured, and (b) **We** agree to do so.

C. OCCUPATIONAL DISEASE – A bodily injury by disease arising out of and in the usual and ordinary course of employment

D. OTHER INSURANCE – Insurance, other than **Primary Insurance** or insurance which is specifically purchased by the **Named Insured** to be in excess of the insurance afforded by this policy, which is available to the **Insured** and affords coverage for injury or damage to which this policy applies.

E. PRIMARY INSURER – The **insurer** of the **Primary Insurance** or **Other Insurance** policies.

F. PRIMARY POLICY, PRIMARY POLICIES AND/OR PRIMARY INSURANCE – The policy or policies of insurance as described in the Schedule of Primary Insurance forming a part of the Declarations of this policy, including any Extended Reporting Period(s).

G. SUIT – A civil proceeding in which damages, insured by this policy, are alleged. **Suit** includes an arbitration proceeding alleging such damages to which **You** must submit or submit with **Our** consent.

SECTION V. EXCLUSIONS

This Policy Does Not Apply:

A. CONTRACTUAL LIABILITY, EMPLOYEE

INJURY – To any liability for injury sustained by any officer or other employee of the **Insured**, if such liability is assumed by the **Insured** under a contract or agreement made with a labor union for the benefit of such officer or employee.

B. FELLOW EMPLOYEES – To any officer or

other employee as an **Insured** with respect to any injury to another officer or employee of an **Insured** injured in the course of such employment.

C. LAWS – To liability imposed on the **Insured**

under any of the following: (1) Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended, (2) any uninsured motorists, underinsured motorists, or automobile no-fault or first party personal injury law, (3) any workers' compensation, unemployment compensation, or disability benefits law, except for liability of others lawfully assumed by the **Insured** under contract, of (4) any other law similar to any of the foregoing.

D. INTANGIBLE PROPERTY DAMAGE – To

injury, damage, loss, destruction, or reduction in financial value of intangible property, including loss of use thereof.

E. MEDICAL EXPENSE/PAYMENTS – To

coverage for medical expenses or medical payments as described in **Primary Insurance**.

F. NUCLEAR ENERGY LIABILITY – with respect to which an Insured under the Policy is also an Insured under a Nuclear Energy Liability Policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an Insured under any such Policy but for its termination upon exhaustion of its limit of liability.

G. POLLUTION –

- (1) To injury or damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
 - (a) At or from premises **You** own, rent or occupy;
 - (b) At or from any site or location used by or for **You** or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for **You** or any person or organization for whom **You** may be legally responsible;
 - (d) At or from any site or location on which **You** or any contractors or subcontractors working directly or indirectly on **Your** behalf are performing operations:
 - (i) If the pollutants are brought on or to the site or location in connection with such operations; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants; or
 - (e) For which **You** become liable solely because of any contract or agreement **You** enter or entered into.
- (2) Any loss, cost or expense arising out of any governmental direction or request that **You** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

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

- ## H. PROPERTY DAMAGE –
- To damage to or loss of use of (1) property owned by the **Insured** or purchased by the **Insured** under an installment sales contract or on consignment to the **Insured**, (2) any product manufactured, sold, handled or distributed by or for the **Named Insured** if arising out of such product or any part thereof, (3) work performed by **You** if arising out of the work or any portion of it, or out of materials, parts or equipment furnished in connection with it, (4) aircraft rented to, used by or in the care, custody or control of the **Insured**.

SECTION VI. CONDITIONS

- ### A. APPEALS.
- In the event any **Primary Insurer** elects not to appeal a judgment in excess of the amount of the **Primary Insurance** or **Other Insurance**, **We** may elect to appeal. However, in no event shall **Our** liability exceed the amount set forth in the Declarations and in SECTION III-

LIMITS OF INSURANCE for any one occurrence, plus the expenses incidental to such appeal.

- ### B. ARBITRATION.
- We** shall not be liable under this policy for damages awarded in arbitration except (1) an arbitration proceeding wherein an indemnitee under an insured contract or agreement seeks damages against the **Insured** on account of the insured contract and wherein **We** are entitled to exercise the **Insured's** rights in the choice of arbitrators and in the conduct of such arbitration proceedings, or (2) an arbitration proceeding in which **We** may not participate but for which **We** have given written consent.

- ### C. ASSISTANCE AND COOPERATION OF THE INSURED.
- The **Insured** shall cooperate with **Us** in the investigation, settlement or defense of any claim or **Suit**, and take all necessary steps to protect the **Insured's** and **Our** interests. Upon **Our** request, the **Insured** shall attend hearings and trials and assist in effecting settlements, in securing and giving evidence and, if **We** should so elect, in the conduct of **Suits**.

The **Insured** shall cooperate with the **Primary Insurers** as required by the terms of their policies and comply with all terms and conditions thereof. The **Insured** shall enforce any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of liability with respect to which insurance is afforded under both this policy and the **Primary Insurance** or **Other Insurance**.

The **Insured** shall not at any time make or authorize an admission of liability or attempt to settle or otherwise dispose of any claim or **Suit** without **Our** written consent.

In the event any **Primary Insurer** denies coverage for any reason whatsoever, written notice shall immediately be given by or on behalf of the **Insured** to **Us**. Such notice shall contain the reason for such denial as stated by the **Primary Insurer**. As a condition precedent to making a claim under this policy, the **Insured**, upon **Our** request, shall initiate legal proceedings against said **Primary Insurer** to determine by final judgment the legality of its position. If such legal proceedings are unsuccessful, expenses, incurred by the **Insured** at **Our** request shall be paid by **Us**.

If the denial of coverage by the **Primary Insurer** is legally upheld because of a breach of a policy condition by the **Insured**, and if said breach is not also a breach of condition of this policy, the insurance afforded by this policy shall apply in the same manner as though such **Primary Insurer's** policy had not been breached and had remained in full effect.

D. BANKRUPTCY OF ANY PRIMARY INSURER.

In the event of the bankruptcy or insolvency of any **Primary Insurer**, the insurance provided by this policy shall not replace such **Primary Insurance**, but shall apply in the same manner as though such **Primary Insurance** was available and collectible.

E. CANCELLATION

1. The first **Named Insured** shown in the Declarations may cancel this policy by mailing or delivering to **Us** or any of **Our** authorized agents, this policy or written notice stating when thereafter the cancellation shall be effective.
2. **We** may cancel this policy by mailing or delivering to the first **Named Insured** at the address shown in the Declarations written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation if **We** cancel for nonpayment of premium; or
 - b. Thirty (30) days before the effective date of cancellation if **We** cancel for any other reason.
3. If this policy is cancelled, **We** will send the first **Named Insured** any premium refund due. If **You** initiate the cancellation of this policy, the earned premium shall be computed in accordance with the customary short rate table and procedure. If **We** cancel this policy, the earned premium shall be computed on a pro rata basis. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable thereafter. However, payment of unearned premium is not a condition of cancellation.
4. The mailing of notice as aforesaid shall be sufficient proof of notice, and the effective date of cancellation stated in the notice shall become the end of **Our** Policy Period.

F. CONFORMITY WITH STATUTE. The terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform with such statutes.

G. MAINTENANCE OF PRIMARY INSURANCE.

- (1) **You** agree to maintain all **Primary Insurance**, as described in the Schedule of Primary Insurance, in full force and effect during **Our** Policy Period, except for reduction of aggregate limits due to payment of claims or claims expense. If such **Primary Insurance** is not maintained in full force and effect, or if any limits of insurance of a **Primary Policy** are less than those stated in the Schedule of Primary Insurance, or if **Primary Insurance** is unavailable to the

Insured due to bankruptcy or insolvency of the **Primary Insurer**, or if there is any material change in the coverage under any **Primary Insurance**, the insurance afforded by this policy shall apply in the same manner as though such **Primary Policies** and limits of insurance had been in effect, so maintained and unchanged.

- (2) Notwithstanding anything to the contrary in (1) above, in the event of cancellation or termination of any **Primary Insurance**, this policy shall cease to apply at the same time without notice to the **Insured**.
- (3) **You** agree to notify **Us** promptly if any **Primary Insurance** is cancelled or terminated.

H. NAMED INSURED'S REPRESENTATIONS. By acceptance of this policy, **You** agree that:

- (1) The statements in the Declarations and application are **Your** agreements and representations; and that those statements are accurate and complete; and that this policy is issued and continued in reliance upon the truth of those representations; and
- (2) This policy embodies all agreements existing between **You** and **Us** or any of **Our** agents relating to this insurance.

I. NOTICE OF OCCURRENCE, CLAIM OR SUIT, INSURED'S DUTY.

- (1) The **Insured** must see to it that **We** are notified promptly in writing of an occurrence which may result in a claim under this policy.
- (2) If a claim is made or **Suit** is brought against any **Insured**, the **Insured** must see to it that **We** receive prompt written notice of the claim or **Suit**.
- (3) The **Insured** or their representative must:
 - (a) Immediately send **Us** copies of any demands, notices, summonses or legal papers received in connection with the claim or **Suit**; and
 - (b) Authorize **Us** to obtain records and other information.

J. OTHER INSURANCE.

If there is any (1) **Other Insurance**, or (2) insurance available to the **Insured** on an extended reporting period basis under either a **Primary Policy** or **Other Insurance**, or (3) insurance available to the **Insured** on a retroactive basis under either a **Primary Policy** or **Other Insurance**, this policy shall apply as excess of and not contributory with such insurance.

If the **Insured** has another Excess Liability Policy with **Us** (other than a policy issued to apply specifically excess of this policy) which provides coverage for a claim also covered by

this policy, the **Insured** must elect which policy shall apply. **We** shall be liable under the policy so elected and shall not be liable under any other policy.

K. PAYMENT OF LOSS, ACTION AGAINST COMPANY. **We** shall be liable for payment under this policy only after (1) the **Insured** and the **Primary Insurers** have paid or become obligated to pay the applicable amount or amounts of such insurance, (2) the **Insured** and the **Primary Insurers** have fulfilled or agreed to fulfill their obligation to defend and pay expenses; and (3) final judgment has been rendered against the **Insured** after actual trial or after written agreement has been reached by the **Insured**, the claimant, the **Primary Insurers**, and **Us**. Any claim made against **Us** by the **Insured** under this policy shall be made within twelve (12) months after the **Insured** pays or becomes obligated to pay an amount of damages in excess of the amount of **Primary Insurance** or **Other Insurance**.

If any subsequent payments are made or required to be made by the **Insured** on account of the same event causing injury or damage, additional claims may be similarly made from time to time and shall be similarly subject to the provisions of this condition.

Nothing contained in this policy shall give any person or organization any right to join **Us** as co-defendant in any action against any **Insured** to determine that **Insured's** liability.

L. PREMIUM. The premium for this policy shall be computed on the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified under "Basis of Premium" as "Flat Charge," is an estimated premium only. The earned premium shall be computed upon termination of this policy, or the end of each twelve (12) month period if the policy is written for a three-year term, whichever is first. If the earned premium is more than the advance premium paid, the first **Named Insured** shall pay the excess to **Us**; if less, **We** shall return to the first **Named Insured** the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve (12) months of **Our** policy period, and subject further to any policy minimum premium. The policy minimum premium is a minimum amount of premium earned under this policy in the event **You** cancel this policy.

M. SUBROGATION. In the event of any payment under this policy, the **Insured** must notify **Us** of any of the **Insured's** rights of recovery against any person or organization. **We** shall be subrogated to all such rights and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to

secure such rights. The **Insured** shall do nothing after loss to prejudice such rights. Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by **Us**, if there is no recovery, **We** shall bear the expense thereof. If there is a recovery, **We** shall be reimbursed in full from such recovery for the amount of all expenses incurred by **Us** before apportionment of such recovery as herein provided.

N. WORKERS' COMPENSATION AGREEMENT. With respect to injury or death of any officer or other employee of the **Insured** or the spouse, child, parent, brother or sister of an employee of the **Insured**, which arises out of and in the course of employment by the **Insured**, it is a condition to the recovery of any loss under this policy and the **Insured** represents and agrees that it has not abrogated and will not abrogate its common-law defenses under any Workers' Compensation or Occupational Disease Law by rejection of such law or otherwise. In the event the **Insured** should abrogate such defenses, the insurance provided by this policy shall not apply to injury or damage to such officer or employee or the spouse, child, parent, brother or sister of that employee.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

Notwithstanding any other provision contained or incorporated in this policy, this insurance does not apply to **Bodily Injury, Property Damage, Personal Injury, Advertising Injury**, or any other injury or damage, or to any liability whatsoever, in whole or in part caused by, resulting from, arising out of, or in any way related to **Asbestos**, including, but not limited to:

- a. The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, disposal, existence, presence, emanation, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to **Asbestos**; or
- b. Any request, demand, or order issued or made by any governmental body or agency that any **Insured** or others investigate, test for, monitor, clean up, remove, contain, remediate, treat, detoxify, neutralize, or in any way respond to or assess the extent or the effects of **Asbestos**.

We shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgements, as to any claim, suit, or proceeding involving or allegedly involving **Asbestos**.

As used in this exclusion, **Asbestos** includes, but is not limited to, the mineral asbestos in any form, asbestos fibers, asbestos dust, asbestos products, asbestos containing materials, and asbestos contained in any products, goods, materials, buildings, structures, or other real or personal property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS EXCLUSION (ANY INSURED)

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

The policy does not apply to any liability arising out of any claim or **suit** by any **Insured** against any other **Insured**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCRIMINATION LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

The policy does not apply to any liability arising out of any claim or **Suit** based upon or alleging "Discrimination" against any person.

"Discrimination" includes, but is not limited to, discrimination because of race, ethnic origin, religion, age, sex, marital status, physical disability or impairment, or any employment practices related to the foregoing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE INJURY/PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

COVERAGE A of the policy does not apply to any liability arising out of any:

- A. Injury to any current or former officer or employee of any **Insured** arising out of and in the course of his or her employment by any **Insured**;
- B. Employment-related or personnel practices, policies, acts or omissions including but not limited to:
 - 1. Refusal to employ;
 - 2. Termination of employment;
 - 3. Coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or any violation of a person's right of privacy; or
- C. Injury sustained by the spouse, child, parent, brother, or sister of any such person as a consequence of injury to such person arising out of and in the course of his or her employment by any **Insured** as described in A. or B. above;
- D. Consequential injury or damage as a result of A., B., or C. above.

This exclusion applies to all claims and **Suits** by any person or organization for damages because of such injury or liability including damages for care and loss of services, whether any **Insured** may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of such injury or liability.

This exclusion applies:

- A. Whether the **Insured** may be liable as an employer or in any other capacity; and
- B. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE PART

The following exclusion is added to:

SECTION V - EXCLUSIONS:

This insurance does not apply to:

O. FUNGI OR BACTERIA

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

The following definition is added to **SECTION IV. DEFINITIONS** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

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

1. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

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

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - a. The act resulted in aggregate losses in excess of \$5 million; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. However, "other act of terrorism" does not include an act which meets the criteria set forth in Paragraph **b.** of the definition of "certified act of terrorism" when such act resulted in aggregate losses of \$5 million or less. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. In the event of an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.
- D. With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL CRIME COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. Cancellation of policies in effect for 60 days or more.

a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;

(d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

(e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

(2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Physical changes in the property which increase the hazard insured against;

(b) A material increase in the hazard insured against; or

(c) A substantial loss of reinsurance by us affecting this particular line of insurance.

b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph **3.a.** above.

c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

- d. Notice of Cancellation will be delivered or sent by:
 - (1) Registered mail;
 - (2) Certified mail; or
 - (3) Mail evidenced by a United States Post Office certificate of mailing.
- 4. We will give notice to you at your last mailing address known to us.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 7. If notice is mailed, proof of mailing will be sufficient proof of notice.

- B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

- 1. If we decide not to renew this policy, we will mail or deliver to you a written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.
- 2. This notice will be delivered or sent by:
 - a. Registered mail;
 - b. Certified mail; or
 - c. Mail evidenced by a certificate of mailing.If notice is mailed, proof of mailing is sufficient proof of notice.
- 3. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.
- 4. With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.