



EVANSTON INSURANCE COMPANY

FORMS SCHEDULE

<u>Form Number</u>	<u>Form Name</u>
MJIL 1000 08 10	EVANSTON INSURANCE COMPANY POLICY JACKET
MPIL 1074 02 20	NOTICE TO POLICY HOLDERS CLAIMS REPORTING
MPIL 1007 01 20	PRIVACY NOTICE
MDIL 1000 08 11	COMMON POLICY DECLARATIONS
MDIL 1001 08 11	FORMS SCHEDULE
MIL 1214 09 17	TRADE OR ECONOMIC SANCTIONS
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 03 09 08	CALCULATION OF PREMIUM
MEIL 1225 10 11	CHANGES - CIVIL UNION
MEIL 1200 02 20	SERVICE OF SUIT
MEIL 1200-CA 01 20	SERVICE OF SUIT (CA)
MEIL 1211 06 10	MINIMUM EARNED PREMIUM AMENDMENT ENDORSEMENT
MDGL 1008 08 11	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
MCGL 1000 04 16	MEMBER CERTIFICATE - LIABILITY INSURANCE
CG 21 73 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 76 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
MGL-TERR-2 01 15	CONFIRMATION OF EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
CG 00 01 04 013	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
MEGL 1283 10 17	CHANGES - MASTER POLICY
MEGL 2257 09 20	MONTHLY REPORTING FORM
MEGL 0172 10 14	PRODUCTS-COMPLETED OPERATIONS INCLUDED IN GENERAL AGGREGATE LIMIT
MGL 1356 10 20	EXCLUSION - CYBER INCIDENT, DATA COMPROMISE, AND VIOLATION OF STATUTES RELATED
MEGL 2322 03 20	EXCLUSION - COMMUNICABLE DISEASE
CG 22 70 04 13	REAL ESTATE PROPERTY MANGED
CG 21 36 03 05	EXCLUSION - NEW ENTITIES
CG 21 39 10 93	CONTRACTUAL LIABILITY LIMITATION
CG 21 44 04 017	LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 65 12 04	TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING
CG 21 66 06 15	EXCLUSION - VOLUNTEER WORKERS
CG 21 67 12 04	FUNGI OR BACTERIA EXCLUSION
CG 22 34 04 13	EXCLUSION - CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS
MIL 108 09 95	CROSS LIABILITY EXCLUSION
CG 21 96 03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 25 04 05 09	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
MDIL 1001 08 11	

<u>Form Number</u>	<u>Form Name</u>
MEGL 0024 05 16	EXCLUSION - ASSAULT OR BATTERY
MEGL 5301 05 16	EXCLUSION - EARTHQUAKE OR SUBSIDENCE
MIL 1304 05 015	EXCLUSION - LEAD LIABILITY
MIL 1303 05 15	EXCLUSION - ASBESTOS
MGL 1346 10 19	EXCLUSION - ABUSE, MOLESTATION, OR EXPLOITATION
MEGL 1671 05 16	EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES
MEGL 1671-AL 05 16	ALABAMA EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES
MEIL 1309 11 13	NON-STACKING OF LIMITS OF INSURANCE
MEGL 0100 10 19	EXCLUSION - CONTRACTORS, SUBCONTRACTORS, OR INDEPENDENT CONTRACTORS
MEGL 1615 04 13	EXCLUSION - BUILDING CODE VIOLATIONS
CG 02 20 03 12	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
MPIL 1009-TX 05 20	TEXAS IMPORTANT NOTICE
MPIL 1024-IN 05 12	INDIANA NOTICE
MPIL 1083 04 15	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE
MPIL 1078-FL 09 14	IMPORTANT INFORMATION TO POLICYHOLDERS
MPIL 1099-MD 06 16	MARYLAND NOTICE TO POLICYHOLDERS - CANCELLATION AND NONRENEWAL BASED ON CLAIMS
MPIL 1111-FL 03 18	FLORIDA LOSS CONTROL SERVICES POLICYHOLDER NOTICE
MEIL 1244-AK 06 17	ALASKA CHANGES - CANCELLATION AND NOTICE OF CHANGES
MPIL 1004-AK 02 10	ALASKA POLICYHOLDER NOTICE
IL N 034 08 09	HAWAII FRAUD STATEMENT
IL 02 19 06 15	VERMONT CHANGES - CANCELLATION AND NONRENEWAL
IL 02 31 09 08	ARKANSAS CHANGES - CANCELLATION AND NONRENEWAL
IL 02 36 09 07	OKLAHOMA CHANGES - CANCELLATION AND NONRENEWAL
IL 02 43 09 07	MONTANA CHANGES
IL 02 46 09 07	PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL
IL 02 47 02 11	MAINE CHANGES - CANCELLATION AND NONRENEWAL
IL 02 49 07 19	SOUTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL
IL 02 52 09 07	WYOMING CHANGES - CANCELLATION AND NONRENEWAL
IL 02 59 12 17	NEBRASKA CHANGES - CANCELLATION AND NONRENEWAL
IL 02 60 01 19	CONNECTICUT CHANGES - CANCELLATION AND NONRENEWAL
IL 02 62 02 15	GEORGIA CHANGES - CANCELLATION AND NONRENEWAL
IL 02 72 09 07	INDIANA CHANGES - CANCELLATION AND NONRENEWAL
IL 02 76 09 08	IOWA CHANGES - CANCELLATION AND NONRENEWAL
IL 02 77 10 20	LOUISIANA CHANGES - CANCELLATION AND NONRENEWAL
IL 02 82 09 08	MISSISSIPPI CHANGES - CANCELLATION AND NONRENEWAL
MEIL 1407-TX 03 16	TEXAS CHANGES - DUTIES
IL 09 10 12 03	PENNSYLVANIA NOTICE
MPIL 1039 01 12	COMMON POLICY SURPLUS LINES NOTIFICATION SUPPLEMENT TO DECLARATIONS
MPIL 1039-CA 01 20	CALIFORNIA SURPLUS LINES NOTICE (D-2)



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

Sample Policy
12.9.21

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 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. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any 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.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – CIVIL UNION

All references to “spouse” or “family member” in any Coverage Part or policy form made part of this insurance shall include a party to a civil union or domestic partnership law recognized under any applicable statute.

All other terms and conditions remain unchanged.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

Except with respect to any policy issued in any state in which the Insurer is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Service, Incorporated, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT - CALIFORNIA

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Valarie Jonas, Markel, 201 California Street, Suite 1450, San Francisco, CA 94111 and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

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

Pursuant to Section 1772, et seq., of the California Insurance Code, a surplus line insurer may be sued upon any cause of action arising in this state under any surplus line insurance contract made by it, or any evidence of insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in Sections 1610 to 1620, inclusive.



INTERLINE
POLICY NUMBER:

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM AMENDMENT ENDORSEMENT

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

If this insurance policy is cancelled at your request, there will be a Minimum Earned Premium retained by us of \$ _____ or 100 % (percent) of the premium, whichever is the greater. Cancellation for nonpayment of premium is considered a request by the first Named Insured for cancellation of this policy.

Sample Policy
12.9.21

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

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

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

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

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

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



EVANSTON INSURANCE COMPANY

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

CONFIRMATION OF EXCLUSION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:	\$ [REDACTED]
Federal Share Of Terrorism Losses:	80%

Disclosure Of Premium

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer. At that time we advised you that the premium for such terrorism coverage would be the amount shown in the Schedule of this notice.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this notice) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If you have not indicated to us or your agent that certified acts of terrorism coverage is desired, a certified act of terrorism exclusion will be attached to your policy and we will not charge your policy for terrorism coverage.

If you desire to purchase terrorism coverage, please contact us or your agent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

Sample Policy
12.9.21

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 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 Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

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

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All 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 \$250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full 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.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- SECTION III – LIMITS OF INSURANCE**
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

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

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

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

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean 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.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

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

b. Includes:

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

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

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



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – MASTER POLICY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. CHANGES TO THE APPLICABLE COVERAGE FORM

1. The Coverage Form preamble is replaced by the following:

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

Throughout this policy the words "you", "your" and Named Insured refer to the person or organization shown in the Certificate Of Insurance. The phrase "first Named Insured" refers to the organization shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as an insured under Section II – Who Is An Insured.

The phrase "policy period" means the period shown in the Certificate Of Insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions section.

2. In Paragraph 1. under Section II – Who Is An Insured, the reference to the Declarations is replaced with Certificate Of Insurance.
3. Section III – Limits Of Insurance applies separately to each certificate holder.
4. Paragraph 6. Representations in the Conditions section is replaced by the following:

6. Representations

By accepting this policy:

- a. The first Named Insured agrees:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations the first Named Insured made to us; and
- (3) We have issued this policy in reliance upon the first Named Insured's representations; and

- b. You agree:

- (1) The statements in the Certificates Of Insurance are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued the Certificate Of Insurance in reliance upon your representations.

5. The following is added to the Conditions section:

Premises And Operations

This insurance applies only to the operations and, if applicable, premises, identified in your Certificate Of Insurance.

B. CHANGES TO COMMON POLICY CONDITIONS

1. With respect to each individual Certificate Of Insurance, the Cancellation Common Policy Condition and any non-renewal provisions, including any amendments made thereto, of the policy are extended to apply to each Named Insured, but only with respect to the Certificate Of Insurance issued to that Named Insured.
2. Common Policy Conditions **B. Changes** and **C. Examination Of Your Books And Records** are replaced by the following:

B. Changes

This policy contains all the agreements between the first Named Insured, you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Books And Records

We may examine and audit your books and records and the books and records of the first Named Insured as they relate to this policy at any time during the policy period and up to 3 years afterward.

3. The following is added to Common Policy Condition **E. Premium**:

You are responsible for payment to the first Named Insured of your individual Certificate Of Insurance premiums.

All other terms and conditions remain unchanged.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTHLY REPORTING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Reporting Provisions

You must file a report with us, in a format acceptable to us, within 25 days after the end of each calendar month showing each covered location. Commercial General Liability Coverage will be provided only for those locations shown in the monthly report. You may not correct an inaccurate monthly report after loss.

B. Failure To Submit Reports

If at the time of loss you have failed to submit:

1. The first required report:
 - a. We will not pay more than 90% of the amount we would otherwise have paid; and
 - b. We will only pay for loss at insured locations shown in the monthly report.
2. Any required report after the first required report:
 - a. We will not pay more than 90% of the amount we would otherwise have paid; and
 - b. We will only pay for loss at insured locations shown in your last report filed before the loss.

We may pay the remaining 10% on your behalf to effect settlement of any claim, and upon notification of the action taken, you must promptly reimburse us for the amount that has been paid by us.

C. Premium

Premium for Commercial General Liability Coverage will be based on the Commercial General Liability Coverage applicable to each reported location as reported by you in the monthly report.

If you fail to file a monthly report of locations within 30 days after its due date, we will use the locations you last reported in determining your premium. If we have not received your first monthly report within 60 days after its due date, your premium will be based on the types and limits of the Commercial General Liability Coverage applicable to each location, as provided at the inception of the policy. If, after your first report is received, we determine that additional premium is due, you will be responsible for paying such additional premium.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS-COMPLETED OPERATIONS INCLUDED IN GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Paragraph 2. under Section III – Limits Of Insurance is replaced by the following:
 - 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, including damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
- B. Paragraph 3. under Section III – Limits Of Insurance is deleted in its entirety.
- C. Paragraph b.(3) of Definition 16. "Products-completed operations hazard" under Section V – Definitions is deleted in its entirety.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT, DATA COMPROMISE, AND VIOLATION OF STATUTES RELATED TO PERSONAL DATA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
POLLUTION LIABILITY LIMITED COVERAGE FORM DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

- A.** The following exclusion is added to the Exclusions section of the Coverage Form, and all insuring agreements added to this policy by separate endorsement other than an endorsement described in Paragraph **B.** below, and replaces any Electronic Data exclusion found anywhere in the policy:

This insurance does not apply to:

Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Data

Damages caused by, arising out of, or in any way involving, directly or indirectly:

- (1) The loss of, loss of use of, corruption of, inability to access, or reduction in functionality of a "computer system", including, but not limited to:
 - (a) Damage to or loss of data occurring on a "computer system";
 - (b) Unauthorized access of a "computer system";
 - (c) Computer malware on a "computer system";
 - (d) Human error affecting a "computer system";
 - (e) System failure occurring on a "computer system";
 - (f) A defect of a "computer system";
 - (g) Social engineering, including, but not limited to, any phishing, pretexting, spoofing, or other fraudulent, manipulative, or deceptive communication; or
 - (h) Cyber extortion;
- (2) Any:
 - (a) Access to or disclosure of (whether such access or disclosure is authorized or unauthorized); or
 - (b) Theft, alteration, or corruption of;
any person's or organization's confidential, intellectual, or proprietary information or data, including, but not limited to, "personal data", patents, trade secrets, processing methods, customer lists, or any other type of nonpublic information; or
- (3) Any action or omission that violates or is alleged to violate any federal, state, or local statute, law, rule, ordinance, or regulation that addresses, prohibits, regulates, or limits the printing, interception, dissemination, disposal, collecting, recording, sending, transmitting, communicating, distribution, sharing, sale, storage, retaining, receiving, or protection of "personal data", including, but not limited to:

- (a) The Illinois Biometric Information Privacy Act (BIPA);
 - (b) The California Consumer Privacy Act (CCPA);
 - (c) The California Invasion Of Privacy Act (CIPA);
 - (d) The New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act);
 - (e) The European Union General Data Protection Regulation (GDPR); or
 - (f) Any similar or related federal, state, or local statute, law, rule, ordinance, or regulation;
- including any amendments thereto.

This exclusion applies even if damages are claimed for notification costs, credit monitoring or repair expenses, forensic expenses, public relation expenses, costs associated with the replacement or reissuance of payment cards, fines, penalties, loss of use of property that has not been physically damaged, or any other loss, cost, or expense incurred by you or others arising out of that which is excluded above.

However, this exclusion does not apply to liability for damages because of "bodily injury" or physical damage to tangible property of others. For the purpose of this exclusion, electronic data is not tangible property. The insurance afforded by this exception is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent, or issued on any other basis.

As used in this exclusion, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

- B.** If this policy contains an endorsement adding an insuring agreement that specifically provides coverage that is excluded in Paragraph **A.** above, then the exclusion added by this endorsement does not apply to such insuring agreement solely to the extent of the coverage provided by such endorsement.
- C.** The following definitions are added to the Definitions section:

"Computer system" means computer hardware, firmware, software, or any components thereof.

"Personal data" means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked to a particular person or household, including, but not limited to:

- a.** Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, password, account name, social security number, driver's license or state identification card number, passport number, telephone number, insurance policy number, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information, or other similar identifiers, characteristics, or descriptors;
- b.** Commercial information, including records of personal property, products, or services purchased, obtained, or considered, transactions occurring over a peer-to-peer electronic cash system, or other purchasing or consuming histories or tendencies;
- c.** Biometric data or information (such as a fingerprint, voice print, retina or iris image, or other unique physical representation or digital representation of biometric data);
- d.** Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a person's or household's interaction with an internet website, application, or advertisement;
- e.** Geolocation data;
- f.** Audio, electronic, visual, thermal, olfactory, or similar information;
- g.** Professional or employment-related information that is not publicly available;
- h.** Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. section 1232g; 34 CFR Part 99) including any amendments thereto;
- i.** Identifiers set forth in any state or federal consumer protection or privacy statute or law including, but not limited to, the identifiers shown in Paragraphs **a.** through **h.** above; or

- j. Inferences drawn from any of the identifiers shown in Paragraphs a. through i. above to create a profile about a person or household reflecting such person's or household's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, or aptitudes.

All other terms and conditions remain unchanged.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph **2**. Exclusions under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability and Coverage **B** – Personal And Advertising Injury Liability:

This insurance does not apply to:

Communicable Disease

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the actual or alleged exposure to, transmission of, or contraction of any communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- (1) Testing or failing to test for any communicable disease;
- (2) Failure to prevent the spread of the disease;
- (3) Failure to report the disease to authorities; or
- (4) Supervising, hiring, employing, training, or monitoring of others who:
 - (a) May be infected with any communicable disease;
 - (b) May spread any communicable disease; or
 - (c) Are alleged to have engaged in any wrongdoing set forth in Paragraphs (1) through (3) above.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REAL ESTATE PROPERTY MANAGED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following is added to Exclusion **j. Damage To Property** of Paragraph 2. **Exclusions** of Section I – Coverage A – Bodily Injury And Property Damage Liability:
- 2. Exclusions**
- This insurance does not apply to:
- j. Damage To Property**
- "Property damage" to:
- Property you operate or manage or as to which you act as agent for the collection of rents or in any other supervisory capacity.
- B.** The following is added to Paragraph **4.b.(1)** of **Other Insurance** of Section IV – Commercial General Liability Conditions:
- 4. Other Insurance**
- b. Excess Insurance**
- With respect to your liability arising out of your management of property for which you are acting as real estate manager, this insurance is excess over any other valid and collectible insurance available to you, whether such insurance is primary or excess.

Sample Policy
12.9.21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 3. of **Section II – Who Is An Insured** does not apply.

Sample Policy
12.9.21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement.

Sample Policy
12.9.21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Premises:</p> <p>PER REPORT OF COVERAGES, VALUES, AND LOCATIONS ON FILE WITH THE COMPANY</p>
<p>Project Or Operation:</p> <p>PER REPORT OF COVERAGES, VALUES, AND LOCATIONS ON FILE WITH THE COMPANY</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:
- 1.** Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
 - b.** This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
 - (1)** The "bodily injury" or "property damage":
 - (a)** Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
 - (b)** Arises out of the project or operation shown in the Schedule;
 - (2)** The "bodily injury" or "property damage" occurs during the policy period; and
 - (3)** Prior to the policy period, no insured listed under Paragraph **1.** of Section **II – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
 - 2.** Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
 - b.** This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
 - (1)** The offense arises out of your business:
 - (a)** Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule; and

(2) The offense was committed during the policy period.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

(1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

B. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02**, the provisions under this Paragraph **B.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V – Extended Reporting Periods**.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule;

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

- (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

However, with respect to Paragraph 1.b.(1)(a) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph 1.a. under **Section I – Coverage C – Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

Sample Policy
12.9.21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" 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, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" 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, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) 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.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

(a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or

(b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

(i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

(ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** If Endorsement **CG 21 09, CG 21 10, CG 24 50** or **CG 24 51** is attached to the Policy, the following exclusion is added to Paragraph **2. Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

Volunteer Workers

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft operated by any "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is operated by any "volunteer worker".

This exclusion does not apply to:

- 1.** A watercraft while ashore on premises you own or rent;
- 2.** A watercraft you do not own that is:
 - a.** Less than 26 feet long; and
 - b.** Not being used to carry persons or property for a charge;
- 3.** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, the insured, any of your "volunteer workers" or any "volunteer worker" of the insured;

- 4.** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- 5.** "Bodily injury" or "property damage" arising out of:

- a.** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- b.** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

- B.** If Paragraph **A.** does not apply, **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft:

- (1)** Owned or operated by or rented or loaned to any insured; or
- (2)** Operated by any "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business.

Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured or operated by any "volunteer worker".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, the insured, any of your "volunteer workers" or any "volunteer workers" of the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

C. Paragraph 2.a. of Section I – Coverage C – Medical Payments is replaced by the following:

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured.

D. Paragraphs 2.a. and 2.b. of Section II – Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" or while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(1)(a)** above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- 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 bodily consumption.
- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Personal and advertising injury" which would not have taken place, 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.
 - b. Any loss, cost or expense 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.
- C. The following definition is added to the 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.

EXCLUSION – CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

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

1. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project on which you serve as construction manager; or
2. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1. or 2.

This exclusion does not apply to "bodily injury" or "property damage" due to construction or demolition work done by you, your "employees" or your subcontractors.

Sample Policy
12.9.21

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE PART

It is hereby understood and agreed that the following exclusion is added to apply under:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION 1. COVERAGES-
COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B.
PERSONAL AND ADVERTISING INJURY LIABILITY, AND COVERAGE C. MEDICAL
PAYMENTS, OR

FARM LIABILITY COVERAGE FORM - SECTION I-COVERAGE, COVERAGE H - BODILY
INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE I - PERSONAL AND
ADVERTISING INJURY LIABILITY, AND COVERAGE J - MEDICAL PAYMENTS:

It is understood and agreed that NO COVERAGE is provided by this policy for claims,
"suits", actions, or proceedings brought by any insured or any additional insured hereunder
against any other insured or additional insured hereunder.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, 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, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, 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, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): PER REPORT OF COVERAGES, VALUES, AND LOCATIONS ON FILE WITH THE COMPANY

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
 - 1.** A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASSAULT OR BATTERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

A. Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, and Section I – Liquor Liability Coverage of the **LIQUOR LIABILITY COVERAGE FORM** is amended as follows:

1. Paragraph a. Expected Or Intended Injury is replaced by the following:

This insurance does not apply to:

Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured.

2. The following exclusion is added:

This insurance does not apply to:

Assault Or Battery

"Injury" arising out of "assault or battery", or any act or omission in connection with the prevention or suppression of "assault or battery", whether caused by or at the instigation or direction of:

- (1) Any insured;
- (2) Any "employee" of the insured;
- (3) A patron of the insured; or
- (4) Any other person.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, monitoring of others, or failure to protect or warn others, by a person described in Paragraphs (1) through (4) above.

B. The following is added to the Definitions section:

1. The following definition is added to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and **LIQUOR LIABILITY COVERAGE FORM**:

"Assault or battery" means:

- a. Any attempt or threat to inflict "injury" to another person or the property of another person including any conduct or action that would reasonably place such person in apprehension of such "injury"; or
- b. The intentional or reckless physical contact with or any use of force against a person without his or her consent that results in "injury" or offensive or abusive touching, whether or not the actual "injury" inflicted was intended or expected. The use of force includes, but is not limited to, the use of a weapon.

"Assault or battery" includes "injury" resulting from the use of reasonable force to protect persons or property.

2. The following definition is added to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

"Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.

All other terms and conditions remain unchanged.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EARTHQUAKE OR SUBSIDENCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

Earthquake Or Subsidence

“Bodily injury”, “property damage” or “personal and advertising injury” in any way involving movement of land or earth, regardless of whether emanating from, aggravated by, or attributable to any operations performed by or on behalf of any insured, whether the first manifestation of the movement of land or earth occurs during the policy period or prior or subsequent thereto.

Movement of land or earth, as used in this exclusion, includes instability, subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, rising, tilting, bulging, cracking, mud flow, mudslide, earthquake, shrinking or expansion of ground, slabs, footings, foundations, walls, roofs, floors, ceilings or any other real property or part thereof.

All loss or damage caused by one or more movement of land or earth events that are continuous will constitute one movement of land or earth occurrence.

All other terms and conditions of this policy remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD LIABILITY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FARM LIABILITY COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on the endorsement may or may not be defined in all Coverage Forms.

The following exclusion is added:

Lead Liability

This insurance does not apply to, nor shall we have any duty to defend, any:

1. Loss arising out of "bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" arising out of or caused by lead or any material or substance containing lead;
2. Legal obligation of any "insured" for indemnification or contribution due to damages arising out of "bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" arising out of or caused by lead or any material or substance containing lead; or
3. Loss, cost, expense or damages arising out of any:
 - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, abate, contain, treat, or neutralize lead or any material or substance containing lead, or in any way respond to, or assess the effects of lead; or
 - b. Claim or "suit" relating to, testing for, monitoring, cleaning up, removing, abating, containing, treating, or neutralizing lead or any material or substance containing lead, or in any way responding to, or assessing the effects of lead.

The addition of this endorsement does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, loss, liability or legal obligation.

This exclusion applies despite any legal form a claim may take. For instance, there is no coverage for a claim alleging that any "insured" was negligent or in breach of contract by maintaining premises where the "insured" knew, or should have known, lead exposure existed.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FARM LIABILITY COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on the endorsement may or may not be defined in all Coverage Forms.

A. The following exclusion is added:

Asbestos

This insurance does not apply to, nor shall we have any duty to defend, any:

1. Loss arising out of "bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" arising in whole or in part, either directly or indirectly out of asbestos.
2. Legal obligation of any "insured" for indemnification or contribution due to damages arising out of "bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" arising out of or caused by asbestos.
3. Loss, cost, expense or damages arising out of any:
 - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, abate, contain, treat, or neutralize asbestos or in any way respond to, or assess the effects of asbestos; or
 - b. Claim or "suit" relating to testing for, monitoring, cleaning up, removing, abating, containing, treating, or neutralizing asbestos or in any way responding to, or assessing the effects of asbestos.

The addition of this endorsement does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for asbestos related injury, damage, expense, cost, loss, liability or legal obligation.

This exclusion applies despite any legal form a claim may take. For instance, there is no coverage for a claim alleging that any "insured" was negligent or in breach of contract by maintaining premises where the "insured" knew, or should have known, asbestos exposure existed.

- B. For the purpose of this endorsement, asbestos means any form of asbestos or asbestos-containing material, including but not limited to asbestos or asbestos-containing material that is:
1. Airborne as a fiber, particle or dust;
 2. Contained in a product;
 3. Carried or transmitted on clothing or by any other means;
 4. Inhaled or ingested; or
 5. Contained in or a part of any:
 - a. Building, building material or insulation product; or
 - b. Component part of any building, building material or insulation product.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABUSE, MOLESTATION, OR EXPLOITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal And Advertising Injury of the Coverage Form, and all insuring agreements added to the policy by separate endorsement:

This insurance does not apply to:

Abuse, Molestation, Or Exploitation

Any liability, claim, "suit", damages, or injury of any type, including but not limited to, "bodily injury", "property damage", and "personal and advertising injury", arising out of or in any way related to abuse, molestation, or exploitation in any form, whether threatened or actual, including but not limited to physical or sexual abuse, molestation, or exploitation.

This exclusion applies to all claims, "suits", and causes of action, even if the claim, "suit", or cause of action against the insured alleges:

- (1) Negligence or other wrongdoing in the employment, investigation, supervision, training, or retention of any person;
- (2) Improper reporting to the proper authorities or failure to so report;
- (3) Assault or battery;
- (4) Intentional or negligent infliction of emotional distress, pain, or suffering;
- (5) Defamation, libel, or slander;
- (6) Professional malpractice or negligence of any kind;
- (7) Corporal punishment; or
- (8) Violations of any statute or ordinance.

However, if this policy includes an endorsement specifically adding an insuring agreement for abuse, molestation, or exploitation, this exclusion does not apply solely with respect to coverage for "bodily injury", "property damage", or "personal and advertising injury" provided by such abuse, molestation, or exploitation coverage endorsement.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE OR EXEMPLARY DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following exclusion is added:

This insurance does not apply to:

Punitive Damages

- (1) Punitive, exemplary, multiplied or other non-compensatory damages;
- (2) Fines, penalties or sanctions imposed by law; or
- (3) Defense costs related to any of the above.

All other terms and conditions remain unchanged.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA EXCLUSION – PUNITIVE OR EXEMPLARY DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following exclusion is added:

This insurance does not apply to:

Punitive Damages

- (1) Punitive, exemplary, multiplied or other non-compensatory damages;
- (2) Fines, penalties or sanctions imposed by law; or
- (3) Defense costs related to any of the above.

However, this exclusion does not apply to wrongful death cases covered under Alabama's Wrongful Death Statute.

All other terms and conditions remain unchanged.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-STACKING OF LIMITS OF INSURANCE

In the event we issue two or more policies or coverage forms, to you and/or related entities, which provide coverage applicable to the same loss or claim, the maximum limits that we will pay is the highest limit of liability applicable to any one of the policies or coverage forms.

Any applicable deductible shall correspond to the coverage form with the highest limit of insurance.

This endorsement does not apply to any excess or umbrella coverage form or policy issued by us or an affiliated company specifically to apply as excess over this policy.

All other terms and conditions remain unchanged.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTRACTORS, SUBCONTRACTORS, OR INDEPENDENT CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

Contractors, Subcontractors, Or Independent Contractors

"Bodily injury", "property damage", "personal and advertising injury", or any injury, loss, or damage arising out of the acts or omissions of any contractor, subcontractor, or independent contractor while working for you or on your behalf.

All other terms and conditions remain unchanged.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BUILDING CODE VIOLATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

Building Code Violations

An actual or alleged violation of any building code, ordinance or statute.

All other terms and conditions remain unchanged.

Sample Policy
12.9.21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;

(2) The policy was obtained by a material misstatement;

(3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) A substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

B. Paragraph 3. of the **Cancellation** Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

5. 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. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

- D. 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 the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

TEXAS IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

EVANSTON INSURANCE COMPANY

To get information or file a complaint with your insurance company or HMO:

Call: Markel Legal Department

Toll-free: 1-800-507-7626

Online: www.markel.com

Email: legalregulatory@markel.com

Mail: 10275 West Higgins Rd, Suite 750, Rosemont, IL 60018

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

EVANSTON INSURANCE COMPANY

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Markel Legal Department

Teléfono gratuito: 1-800-507-7626

Online: www.markel.com

Correo electrónico: legalregulatory@markel.com

Dirección postal: 10275 West Higgins Rd, Suite 750, Rosemont, IL 60018

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



EVANSTON INSURANCE COMPANY

INDIANA NOTICE TO POLICYHOLDERS REGARDING FILING COMPLAINTS WITH THE DEPARTMENT OF INSURANCE

Questions regarding your policy or coverage should be directed to:

EVANSTON INSURANCE COMPANY
1-(800) 446-6671

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoi.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

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

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

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

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

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

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

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



IMPORTANT INFORMATION TO POLICYHOLDERS

The state of Florida requires an insurer to make a telephone number available for policy- holders to present inquiries or obtain information about coverage, and provide assistance in resolving complaints.

In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact the insurance company issuing this policy directly at the address below:

**MARKEL INSURANCE COMPANY
MARKEL AMERICAN INSURANCE COMPANY
4521 HIGHWOODS PARKWAY
GLEN ALLEN, VIRGINIA 23060-9817
(800) 431-1270**

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the:

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES
CONSUMER PROTECTION DIVISION
Within the state of Florida: 1-877-693-5236
Outside of the state of Florida: 1-850-413-3089**

Operators will provide you with additional information as to which particular office location and address to mail in your complaints/concerns.

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or Bureau of Insurance, please have your **Policy Number** available.



EVANSTON INSURANCE COMPANY
MARYLAND NOTICE TO POLICYHOLDERS -
CANCELLATION AND NONRENEWAL BASED ON CLAIMS HISTORY

THIS NOTICE DOES **NOT** FORM A PART OF YOUR INSURANCE CONTRACT. IF THERE IS ANY CONFLICT BETWEEN THIS NOTICE AND THE POLICY (INCLUDING ITS ENDORSEMENTS), **THE PROVISIONS OF THE POLICY (INCLUDING ITS ENDORSEMENTS) SHALL PREVAIL.** PLEASE READ YOUR POLICY, AND THE ENDORSEMENTS ATTACHED TO YOUR POLICY, CAREFULLY.

In accordance with Insurance Article, Section 27-501(n)(2), Annotated Code of Maryland, and the Maryland Regulations COMAR 31.15.10.04, this notice informs you that we will consider your claims history for purposes of determining whether to cancel or refuse to renew your policy.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

FLORIDA LOSS CONTROL SERVICES POLICYHOLDER NOTICE

Policyholder:

RE: Loss Control Consultation Services

Markel's insurance program consists of more than just a policy. It is services, resources and relationships that involve a team of professionals servicing your account.

The following are just some of the loss control / risk management services available to you with this policy:

- o Risk Management for hazard identification including on-site inspections, if applicable;
- o Consultation to assist with your risk management plans, safety and health issues;
- o Assistance in conducting effective accident investigations;
- o Reviews of written safety programs;
- o In-house claims handling; and
- o Risk Management library of information available at www.riskmanagementlibrary.com.

We encourage you to take advantage of these valuable services available to Markel clients on a complimentary basis. We look forward to being an important part of your loss control program in the coming years.

To obtain more information on the nature of these valuable loss control services, please contact your insurance agent/broker or your Markel underwriter.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – CANCELLATION AND NOTICE OF CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY 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 to us advance written notice of cancellation.
2. We may cancel this policy by mailing to you and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:
 - a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against; or
 - (2) Fraud or material misrepresentation by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under this policy; or
 - b. 20 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Failure or refusal of the insured to provide the information necessary to confirm exposure or determine the policy premium; or
 - c. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail our notice to your last known address and the last known address of the agent or broker of record.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.
6. If this policy is cancelled, we will return any premium refund due to the agent or broker of record, or directly to the first Named Insured, or, if applicable, to the premium finance company. If:
 - a. We cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:
 - (1) Nonpayment of premium;

- (2) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against;
- (3) Discovery of fraud or material misrepresentation made by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under the policy; or
- (4) Failure or refusal of the insured to provide the information necessary to confirm exposure or determine the policy premium;

any unearned premium shall be returned or credited within 45 days after the cancellation notice is given; or

b. The first Named Insured cancels, the refund:

- (1) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, we will not retain this cancellation fee if this policy is cancelled:

- (a) And rewritten with us or in our company group;
- (b) At our request;
- (c) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or
- (d) After the first year for a prepaid policy written for a term of more than one year; or

- (2) Will be returned or credited:

- (a) By the effective date of cancellation; or
- (b) Within 45 days of your request to cancel;

whichever is later.

If the policy is selected for audit, we will complete the audit within 45 days of receipt of the request for cancellation. The refund will be returned within 45 days of completion of an audit, or the effective date of cancellation, whichever is later.

B. The following Condition is added:

Notice Of Premium Or Coverage Changes On Renewal

If the premium to renew this policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the insured, we will mail written notice to your last known address and the last known address of the agent or broker of record as least 45 days before:

- a. The expiration date; or
- b. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

ALASKA POLICYHOLDER NOTICE 3 AAC 25.050

This policy is issued by a nonadmitted or surplus lines insurer. Insurance may only be purchased from nonadmitted insurers if the full amount, kind, or class of insurance cannot be obtained from insurers who are admitted to do business in the State of Alaska. Your broker or the surplus lines broker has determined that this was true on the date the policy was placed. Before issuing a renewal policy or extending this policy, remarketing is required. To avoid intentional or unintentional extension of coverage in the surplus lines market when an admitted market for that coverage exists, a nonadmitted insurer is prohibited from the automatic renewal or extension of a policy without remarketing by your broker or the surplus lines broker.

In order to comply with the Alaska Administrative Code, the following notice is given:

You are hereby notified that, under 3 AAC 25.050, your policy will terminate effective no later than the date and time of its expiration. We reserve the right to cancel this policy sooner than the expiration date by giving you notice of cancellation as required in AS 21.36.220. You may request through your broker that a new policy from the surplus lines broker be concurrent with the effective date of the termination of this policy.

You are also notified that a new policy, if issued by us, is subject to rerating, which may result in a premium increase of more than ten percent (10%). As required by 3 AAC 25.050, you are hereby notified that any subsequent policy issued by us may be subject to a ten percent (10%) or more increase in premium. The actual premium will be based upon rates that apply at the time a subsequent policy, if any, is issued and will be made available to you before the effective date of the new policy, or the date subsequent coverage is bound, whichever occurs first.

HAWAII FRAUD STATEMENT

Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

Sample Policy
12.9.21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL 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 this Policy is not a renewal of a policy we issued, we may cancel this Policy by:
 - a. Giving at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
 - b. Mailing or delivering at least 45 days' notice prior to the cancellation date for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation Of Policies In Effect For 60 Days Or More.

If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation affecting this Policy or in the presentation of claims under this Policy;
- c. Violation of any provisions of this Policy; or
- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this Policy for one of the reasons specified in Paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or

- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

- 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this Policy is cancelled, we will send the first Named Insured any 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.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Any **When We Do Not Renew Condition is deleted.**

The following conditions are added:

1. When We Do Not Renew

a. We may elect not to renew this Policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

- (1) Expiration of the Policy; or

- (2) Anniversary date of this Policy if this Policy has been written for a term of more than one year.

b. This provision does not apply:

- (1) If we have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If you do not pay any advance premium required by us for renewal; or
- (4) If any property covered in this Policy is insured under any other insurance policy.

2. Renewal

a. If we:

- (1) Elect to renew this Policy; and
- (2) Have the necessary information to issue a renewal policy,
we will confirm in writing at least 45 days before it expires our intention to renew this Policy; and the premium at which this Policy will be renewed.

b. If we do not comply with the provisions of Paragraph a., you will have renewal coverage. The renewal coverage will be at the rates:

- (1) In effect under the expiring or expired policy; or
- (2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph b. does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:
- 5.a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
 - b.** We will refund the pro rata unearned premium if the policy is:
 - (1)** Cancelled by us or at our request;
 - (2)** Cancelled but rewritten with us or in our company group;
 - (3)** Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4)** Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
 - c.** If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3)** or **(4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
 - d.** The cancellation will be effective even if we have not made or offered a refund.
 - e.** If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:
 - (1)** We will retain no less than \$250 of the premium for the Equipment Breakdown Coverage Part.
 - (2)** We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
 - (3)** If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.
 - (4)** If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than \$100 for the auto to which it is attached.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect More Than 60 Days

- a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
 - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (6) A material violation of a material provision of the policy.
- b. Subject to Paragraph 7.c., if we cancel for:
- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
 - (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

c. The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Automobile Coverage Part:

- (1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;
- (2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

C. Paragraph g. of the **Mortgageholders** Condition, if any, is replaced by the following:

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder:
- (1) As soon as practicable if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal; or
 - (2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

D. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal.

The provisions of this Paragraph 1. do not apply to any mortgageholder.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured 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.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- (3)** Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
- (4)** The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

(6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

(7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

(8) Loss of or substantial changes in applicable reinsurance.

B. The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:

- (1)** The expiration date of this policy; or
- (2)** An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
- c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
- e. We will **not** provide notice of nonrenewal if:
 - (1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- f. If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

2. Premium Or Coverage Changes At Renewal

- a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
- b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:
 - (1) The expiration date of this policy; or
 - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

- c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
- e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:
 - (1) 45 days after notice is given; or
 - (2) The effective date of replacement coverage obtained by the insured; whichever occurs first.

If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
- f. We will **not** provide notice of the following:
 - (1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;
 - (2) Changes which are based upon the altered nature or extent of the risk insured; or
 - (3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. With respect to other than the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies

a. Midterm Cancellation

We may cancel this policy based on the provisions below, by mailing or delivering written notice to the first Named Insured at least 10 days before the effective date of cancellation:

- (1) If this policy has been in effect for less than 60 days, except as provided in Paragraph **2.a.(3)** below, we may cancel for any reason.
- (2) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:
 - (a) Failure to pay a premium when due;
 - (b) Material misrepresentation;
 - (c) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

(d) Substantial breaches of contractual duties, conditions or warranties;

(e) Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;

(f) Financial impairment of us; or

(g) Such other reasons that are approved by the Commissioner of Insurance.

- (3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in Paragraph **2.a.(2)** above.

b. Anniversary Cancellation

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

B. With respect to the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies

a. Midterm Cancellation

(1) We may cancel this policy for nonpayment of premium by mailing or delivering written notice of cancellation to the first Named Insured at least 20 days before the effective date of cancellation.

(2) We may cancel this policy based on the reason(s) stated in Paragraph 2.a.(2)(a) or (2)(b) by mailing or delivering written notice of cancellation to the first Named Insured at least 45 days before the effective date of cancellation:

(a) If this policy has been in effect for less than 60 days, except as provided in Paragraph 2.a.(3), we may cancel for any reason.

(b) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:

(i) Material misrepresentation;

(ii) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

(iii) Substantial breaches of contractual duties, conditions or warranties;

(iv) Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;

(v) Financial impairment of us; or

(vi) Such other reasons that are approved by the Commissioner of Insurance.

(3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in Paragraph 2.a.(2)(b) by mailing or delivering written notice to the first Named Insured at least 45 days before the effective date of cancellation.

b. Anniversary Cancellation

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

C. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

5. 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. However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

D. Any **When We Do Not Renew** Condition is deleted.

The following **When We Do Not Renew** Condition is added:

1. If we elect not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations and agent, if any, a notice of intention not to renew at least 45 days before the agreed expiration date.

2. We need not mail or deliver this notice if:

a. You have purchased insurance elsewhere;

b. You have accepted replacement coverage;

c. You have requested or agreed to nonrenewal; or

d. This policy is expressly designated as non-renewable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 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 writing or giving notice of cancellation.

2. Cancellation Of Policies In Effect For Less Than 60 Days

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 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 and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

Sample Policy
12.9.21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraphs **2.**, **4.** and **6.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 2.** We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured. If we cancel, cancellation will not be effective prior to 10 days after the receipt by the first Named Insured of the notice of cancellation.
 - 4.** Notice of cancellation to the first Named Insured will state the effective date of and reasons for cancellation. The policy period will end on that date.
 - 6.** A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.
- B.** If this policy has been in effect for 60 days or more, or if it is a renewal or continuation of a policy issued by us, the following is added to the **Cancellation** Common Policy Condition and supersedes any other provisions to the contrary:
- 7.** We may cancel this policy only for one or more of the following reasons:
 - a.** Nonpayment of premium;
 - b.** Fraud or material misrepresentation made by you or with your consent in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - c.** Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
 - d.** Failure to comply with reasonable loss control recommendations;
 - e.** Substantial breach of contractual duties, conditions or warranties; or
 - f.** Determination by the superintendent of insurance that the continuation of a class or block of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Maine or any other state.

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

Nonrenewal

If we decide not to renew this policy, we will mail or deliver notice of nonrenewal to the first Named Insured. Nonrenewal will not be effective prior to 30 days after the receipt by the first Named Insured of the notice of nonrenewal. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

D. With respect to Physical Damage Coverage provided under the Commercial Automobile Coverage Part, we will provide like notice of cancellation or nonrenewal to any loss payee named in the policy.

Sample Policy
12.9.21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraphs **2.** and **3.** of **Cancellation** Common Policy Condition are replaced by the following:
- 2.** We may cancel this policy by mailing or delivering to the first Named Insured and the agent, if any, 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.** We will mail or deliver our notice to the first Named Insured's and agent's last known addresses.
- B.** The following is added to the **Cancellation** Common Policy Condition:
- 7. Cancellation Of Policies In Effect For 120 Days Or More**
- If this policy has been in effect for 120 days or more, or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:
- a.** Nonpayment of premium;
 - b.** Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;
 - c.** Substantial change in the risk assumed, except to the extent that:
 - (1)** We had notice of the risk within the first 120 days of the policy period and this is not a renewal or continuation of a policy we issued; or
 - (2)** We should reasonably have foreseen the change or contemplated the risk in writing the policy;
 - d.** Substantial breaches of contractual duties, conditions or warranties; or
 - e.** Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.
- Prior to cancellation for reasons permitted in this Item **e.**, we will notify the Commissioner, in writing, at least 60 days prior to such cancellation and the Commissioner will, within 30 days of such notification, approve or disapprove such action.
- Any notice of cancellation will state the precise reason for cancellation.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. We will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.
2. If we decide not to renew this policy, we will:
 - a. Mail or deliver written notice of nonrenewal to the first Named Insured and agent, if any, before:
 - (1) The expiration date of this policy, if the policy is written for a term of one year or less; or
 - (2) An anniversary date of this policy, if the policy is written for a term of more than one year or for an indefinite term; and

b. Provide at least:

- (1) 60 days' notice of nonrenewal, when nonrenewal is to become effective between November 1 and May 31; or
 - (2) 90 days' notice of nonrenewal, when nonrenewal is to become effective between June 1 and October 31.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.
 4. Any notice of nonrenewal will state the precise reason for nonrenewal.

Sample Policy
12.9.21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. 60 Days Or More

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium.
- (2) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.

(3) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy.

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel, we will mail or deliver to the first Named Insured and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

(a) 10 days before the effective date of cancellation if cancellation is for the reason stated in **b.(1)** above; or

(b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in **b.(3)** or **(4)** above.

B. The following is added to the **Cancellation** Common Policy Condition:

7. If we cancel this policy in accordance with Paragraph 2. of the **Cancellation** Common Policy Condition, any unearned premium will be refunded to the first Named Insured prior to the effective date of cancellation.

C. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and the agent, if any, at least 45 days before:
 - a. The expiration date; or
 - b. The anniversary date if this is a continuous policy.
2. Notice of nonrenewal will state the reason for nonrenewal.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

Sample Policy
12.9.21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 2. Cancellation Of Policies In Effect**
- a. 60 Days Or Less**
 If this policy has been in effect for 60 days or less, we may cancel this policy for any reason.
- b. More Than 60 Days**
 If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) The policy was obtained through material misrepresentation;
 - (3) Any insured has submitted a fraudulent claim;
 - (4) Any insured has violated the terms and conditions of this policy;
 - (5) The risk originally accepted has substantially increased;
 - (6) Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or
- (7)** The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance Laws.
- c.** If we cancel this policy subject to **2.a.** or **2.b.** above, we will mail to the first Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:
1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 2. 60 days before the effective date of cancellation if we cancel for any other reason.
- 3.** We will mail our notice by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the first Named Insured's last mailing address known to us. If we mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.
- B.** Paragraph **6.** of the Cancellation Common Policy Condition does not apply.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured, at least 60 days prior to the expiration date of this policy.

2. Any notice of nonrenewal will be mailed by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the first Named Insured's last mailing address known to us. If we mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

Sample Policy
12.9.21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 STANDARD PROPERTY POLICY

- 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 specific reason for the cancellation and 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 conditions are added and supersede any other provision to the contrary:
 - 1. Nonrenewal**
If we decide not to renew this policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.

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.

2. Conditional Renewal

- a. If we conditionally renew this policy under terms or conditions less favorable to the insured than currently provided under this policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.
- b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
 - (1) Reduction in coverage limits;
 - (2) Coverage provisions added or revised that reduce coverage; or
 - (3) Increases in deductibles.

3. Notices Of Nonrenewal And Conditional Renewal

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.
- b. This notice will be delivered or sent by:
 - (1) Registered mail;
 - (2) Certified mail; or
 - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.
- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.

- C.** The **When We Do Not Renew** Condition of the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part and Employment-Related Practices Liability Coverage Part does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **A.1.** of the **Cancellation** Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:

- a.** If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.
- b.** If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1)** 10 days from the date of mailing or delivering our notice; or
- (2)** The effective date of cancellation stated in the first Named Insured's notice to us.

B. Paragraph **A.5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. Premium Refund

- a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b.** If we cancel, the refund will be pro rata, except as provided in **c.** below.
- c.** If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d.** If the first Named Insured cancels, the refund may be less than pro rata.
- e.** The cancellation will be effective even if we have not made or offered a refund.

- C. The following is added to the **Cancellation** Common Policy Condition and supersedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph D. or E. below, we will mail or deliver notice at least:

- a. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
- c. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

- D. The following provisions apply to insurance covering residential real property only provided under the:

Capital Assets Program (Output Policy) Coverage Part;

Commercial Property Coverage Part;

Farm Coverage Part;

if the named insured is a natural person.

With respect to such insurance, the following is added to the **Cancellation** Common Policy Condition and supersedes any provisions to the contrary except as applicable as described in Paragraph E.:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first Named Insured at least 10 days before the date cancellation takes effect.

2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons:

- a. Nonpayment of premium, whether payable to us or to our agent;
- b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
- c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
- d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

We may cancel by providing notice to the first Named Insured at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any of the reasons listed in b., c. or d. above.

- E. With respect to a policy that is written to permit an audit, the following is added to the **Cancellation** Common Policy Condition:

If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.
2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 45 days before the effective date of cancellation if:
 - (a) There has been a substantial change in the scale of risk covered by this policy;
 - (b) Reinsurance of the risk associated with this policy has been cancelled; or
 - (c) You have failed to comply with reasonable safety recommendations.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

Sample Policy
12.9.21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 MEDICAL PROFESSIONAL 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 Requirements**
 - a.** We may cancel this policy, by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least:
 - (1)** 30 days before the effective date of cancellation if we cancel due to loss of reinsurance coverage;
 - (2)** 10 days before the effective date of cancellation if we cancel for any other reason.
 - b.** If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:
 - (1)** Loss of reinsurance, subject to **d.** below; or
 - (2)** Any other reason.
 - c.** If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
 - (1)** Nonpayment of premium;
 - (2)** Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;
 - (3)** Acts or omissions by you that substantially change or increase the risk insured;
 - (4)** Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
 - (5)** You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or
 - (6)** Loss of reinsurance, subject to **d.** below.
 - d.** We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.
4. Notice of cancellation will state:
 - a. The reason for cancellation; and
 - b. The effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any 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.
6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.

- 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 written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:
 - a. We have offered to issue a renewal policy; or
 - b. You have failed to pay a premium due or any advance premium required by us for renewal.
2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

Sample Policy
12.9.21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 STANDARD PROPERTY POLICY

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following, which applies unless Paragraph **B.** of this endorsement applies:

2. Notice Of Cancellation

a. Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

- (1)** Cancellation for nonpayment of premium:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

- (2)** Cancellation for any other reason:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

b. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3)** Activities or omissions by you which change or increase any hazard insured against;
- (4)** Change in the risk which increases the risk of loss after we issued or renewed this policy, including an increase in exposure due to regulation, legislation, or court decision;

- (5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
- (6) The insured's violation or breach of any policy terms or conditions; or
- (7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph **A.2.b.** to the first Named Insured 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 a reason described in Paragraphs **A.2.b.(2)** through **(7)** above.

B. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following, which applies with respect to premium payments due on new and renewal policies, including installment payments:

2. Notice Of Cancellation

- a. If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to Paragraphs **B.2.b.** and **B.2.c.**
- b. We may cancel the policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.
- c. The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

C. With respect to the Coverage Parts and Policies to which this endorsement applies, except the Equipment Breakdown Coverage Part, Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **C.5.a.**, **C.5.b.**, **C.5.c.**, **C.5.d.** and **C.5.e.** The cancellation will be effective even if we have not made or offered a refund.

- a. If the first Named Insured cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.
- b. If we cancel, the refund will be pro rata and we will send the refund to the first Named Insured unless Paragraph **C.5.c.** or **C.5.d.** applies.
- c. If we cancel based on Paragraph **B.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **B.2.c.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.
- d. With respect to any cancellation of the Commercial Auto Coverage Part, we will send the return premium, if any, to the premium finance company if the premium was financed by such company.
- e. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

D. With respect to the Equipment Breakdown Coverage Part, Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **D.5.a.**, **D.5.b.**, **D.5.c.**, **D.5.d.** and **D.5.e.** The cancellation will be effective even if we have not made or offered a refund.

- a. If we cancel, the refund will be pro rata.
- b. If the first Named Insured cancels, the refund will not be less than 75% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.
- c. We will send the refund to the first Named Insured unless Paragraph **D.5.d.** applies.
- d. If we cancel based on Paragraph **B.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **B.2.c.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.
- e. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

E. The **Premiums** Common Policy Condition is replaced by the following:

Premiums

- 1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums.
- 2. We will pay return premiums, if any, to the first Named Insured, unless another person or entity is entitled to be the payee in accordance with Paragraph **C.** or **D.** of this endorsement.

F. Paragraph **f.** of the **Mortgageholders** Condition in the Commercial Property Coverage Part, Standard Property Policy and the Capital Assets Program (Output Policy) Coverage Part, and Paragraph **4.f.** of the **Mortgageholders** Condition in the Farm Coverage Part are replaced by the following:

If we cancel a policy that has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) 60 days before the effective date of cancellation, if we cancel for any other reason.

If we cancel a policy that has been in effect for 60 days or more, or is a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

G. 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 written notice of nonrenewal to the first Named Insured, mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

2. We need not mail or deliver this notice if:
 - a. We or another company within our insurance group have offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured, mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage.

Sample Policy
12.9.21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSISSIPPI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 7. is added to the **Cancellation** Common Policy Conditions:

7. If:

- a. The first Named Insured cancels this policy, we will notify any named creditor loss payee.
- b. We cancel this policy, we will mail or deliver our written notice of cancellation to any named creditor loss payee in the same manner and at the same time as notification is given to the first Named Insured, as stated in this Condition.

The provisions of Paragraphs **a.** and **b.** above do not apply to any mortgageholder.

B. Paragraphs **f.** and **g.** of the **Mortgageholders** Condition, if any, are replaced by the following:

f. If:

- (1) The first Named Insured cancels this policy, we will notify the mortgageholder.
- (2) We cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.

We will notify the mortgageholder by mailing or delivering the cancellation notice to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

g. If:

- (1) The first Named Insured does not renew this policy, we will notify the mortgageholder.
- (2) We decide not to renew this policy, we will give written notice to the mortgageholder at least:
 - (a) 10 days before an anniversary date or the expiration date of the policy, if the nonrenewal is due to nonpayment of premium; or
 - (b) 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the mortgageholder by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following Condition is added and supersedes any provision to the contrary:

NONRENEWAL

- 1. If the first Named Insured does not renew this policy, we will notify any named creditor loss payee.

2. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any named creditor loss payee, at least:

- a. 10 days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium; or
- b. 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the first Named Insured and any named creditor loss payee by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

The provisions of Paragraphs 1. and 2. above do not apply to any mortgageholder.

- D. The requirements for notification of cancellation or nonrenewal of this policy, as stated in Paragraphs A., B. and C. above, supersede any other notification requirements to any named creditor loss payee and any mortgageholder, stated in this policy, including any endorsement attached to the policy.
- E. Any named creditor loss payee and any mortgageholder may elect not to receive notification of cancellation or nonrenewal by providing us with a written release.

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM
EXCESS/UMBRELLA POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following condition is added to the Duties condition:

We will notify the first Named Insured or the Named Insured if you are a Certificate Holder in writing of:

1. An initial offer to compromise or settle a claim made or "suit" brought against any insured under this coverage. The notice will be given no later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or suit brought against the insured under this coverage. The notice will be given no later than the 30th day after the date of the settlement.

All other terms and conditions remain unchanged.

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Sample Policy
12.9.21

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.



EVANSTON INSURANCE COMPANY
COMMON POLICY SURPLUS LINES NOTIFICATION
SUPPLEMENT TO DECLARATIONS

Sample Policy
12.9.21



EVANSTON INSURANCE COMPANY

IMPORTANT NOTICE

CALIFORNIA SURPLUS LINES NOTICE (D-2)

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus lines” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC – the National Association of Insurance Commissioners – is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain**

more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

STATE SPECIFIC WORDING

Alaska:

ALASKA POLICYHOLDER NOTICE 3 AAC 25.050

This policy is issued by a nonadmitted or surplus lines insurer. Insurance may only be purchased from nonadmitted insurers if the full amount, kind, or class of insurance cannot be obtained from insurers who are admitted to do business in the State of Alaska. Your broker or the surplus lines broker has determined that this was true on the date the policy was placed. Before issuing a renewal policy or extending this policy, remarketing is required. To avoid intentional or unintentional extension of coverage in the surplus lines market when an admitted market for that coverage exists, a nonadmitted insurer is prohibited from the automatic renewal or extension of a policy without remarketing by your broker or the surplus lines broker.

In order to comply with the Alaska Administrative Code, the following notice is given:

You are hereby notified that, under 3 AAC 25.050, your policy will terminate effective no later than the date and time of its expiration. We reserve the right to cancel this policy sooner than the expiration date by giving you notice of cancellation as required in AS 21.36.220. You may request through your broker that a new policy from the surplus lines broker be concurrent with the effective date of the termination of this policy.

You are also notified that a new policy, if issued by us, is subject to rerating, which may result in a premium increase of more than ten percent (10%). As required by 3 AAC 25.050, you are hereby notified that any subsequent policy issued by us may be subject to a ten percent (10%) or more increase in premium. The actual premium will be based upon rates that apply at the time a subsequent policy, if any, is issued and will be made available to you before the effective date of the new policy, or the date subsequent coverage is bound, whichever occurs first.

SL Broker: Anthony Eardley License # 0069781

Citadel Insurance Services License # 76645

"This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80"

The insurer does not hold a certificate of authority issued by Alaska, and is not subject to supervision by Alaska. In the event of an insolvency, losses will not be covered under AS 21.80 the Alaska Insurance Guaranty Association Act.

Alabama:

This contract is registered and delivered as a surplus line coverage under the Alabama Surplus Lines Insurance Law.

SL Broker: Anthony Eardley License# 241458

STATE SPECIFIC WORDING

Arkansas:

This contract is registered and delivered as a surplus line coverage under the Surplus Lines Insurance Law, and it may in some respects be different from contracts issued by insurers in the admitted markets, and, accordingly, it may, depending upon the circumstances, be more or less favorable to an insured than a contract from an admitted carrier might be.

The protection of the Arkansas Property and Casualty Guaranty Act does not apply to this contract. A tax of four percent (4%) is required to be collected from the insured on all surplus lines premiums.

SL Broker: Anthony Eardley

License # 2884908

Arizona:

Pursuant to Arizona Revised Statutes Section 20-401.1, Sub-Section B, Paragraph 1, this policy is issued by an insurer that does not possess a certificate of authority from the Director of the Arizona Department of Insurance and Financial Institutions. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes Title 20

SL Broker: Anthony Eardley

License # 2884908

STATE SPECIFIC WORDING

California:

Important Notice:

1. The insurance policy that you are applying to purchase is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC’s International Insurers

STATE SPECIFIC WORDING

Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or “surplus line” broker to obtain more information about that insurer. 7. California maintains a “List of Approved Surplus Line Insurers (LASLI).” Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm. 8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker’s fee charged for this insurance will be returned to you.

Date: _____

Insured: _____

Colorado:

THIS CONTRACT IS DELIVERED AS SURPLUS LINE INSURANCE UNDER THE 'NONADMITTED INSURANCE ACT. THE INSURER ISSUING THIS CONTRACT IS NOT ADMITTED IN COLORADO BUT IS AN ELIGIBLE NONADMITTED INSURER. THERE IS NO PROTECTION UNDER THE PROVISIONS OF THE 'COLORADO INSURANCE GUARANTY ASSOCIATION ACT.

STATE SPECIFIC WORDING

Connecticut:

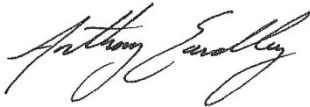
NOTICE :THIS IS A SURPLUS LINES POLICY AND IS NOT PROTECTED BY THE CONNECTICUT INSURANCE GUARANTY ASSOCIATION OR SUBJECT TO REVIEW BY THE CONNECTICUT INSURANCE DEPARTMENT. IT IS IMPORATNT THAT YOU READ AND UNDERSTAND THIS POLICY.

Delaware:

This insurance contract is issued pursuant to the Delaware Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Delaware Insurance Department. This insurer does not participate in insurance guaranty funds created by state law. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.

SL Broker: Anthony Eardley

License# 1024535



Florida:

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SUPRLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Surplus Lines Agent's Name: Anthony Eardley

Surplus Lines Agent's Address: 2600 W Executive Pkwy Ste 500, Lehi UT 84043

Surplus Lines Agent's License #: E192777

STATE SPECIFIC WORDING

Georgia:

This Contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law. O.C.G.A. Chapter 33-5.

SL Broker: Anthony Eardley

License# 721407

Hawaii:

This insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii.

SL Broker: Anthony Eardley License# 373165

Address: 2600 Executive Parkway STE 500 Lehi UT 84043

Idaho:

This surplus line contract is issued pursuant to the Idaho Insurance Laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus line insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association.

SL Broker: Anthony Eardley

License# 266711

Illinois:

Notice to Policyholder: This contract is issued, pursuant to Section 445, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.

STATE SPECIFIC WORDING

Iowa:

This policy is issued, pursuant to Iowa Code section 515.147, by a non-admitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association.

Kansas:

This policy is issued by an insurer not authorized to do business in Kansas and, as such, the form, financial condition, and rates are not subject to review by the Commissioner of Insurance and the insured is not protected by any guaranty fund.

Kentucky:

This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available.

SL Agent: Anthony Eardley License# 610660

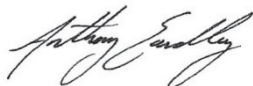
Louisiana:

This insurance policy is delivered as a surplus lines coverage under the Louisiana insurance code. In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association which guarantees only specific types of policies issued by an insurance company authorized to do business in Louisiana. Also, each policy delivered to the insured as a surplus lines placement shall have the full and accurate dollar amount of the premium disclosed on the policy, which shall be inclusive of all fees, charges, premiums, surplus lines tax, or other consideration charged for the insurance.

This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:

SL Broker: Anthony Eardley License# 403203

Agency: Citadel Insurance Services License# 470550



STATE SPECIFIC WORDING

Maine:

This insurance contract is issued pursuant to the Maine Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Maine Bureau of Insurance.

SL Producer: Anthony Eardley

License# PRN115429

Maryland:

This insurance is issued by a nonadmitted insurer not under the jurisdiction of the Maryland Insurance Commissioner.

Massachusetts:

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.

Michigan:

This insurance has been placed with an insurer that is not licensed by the state of Michigan. In case of insolvency, payment of claims may not be guaranteed."

Minnesota:

THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

STATE SPECIFIC WORDING

Mississippi:

NOTE: This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi, but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.

SL Broker: Anthony Eardley

License#: 10010354

Missouri:

This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Guaranty Association. The insurer is not licensed by the state of Missouri and is not subject to its supervision.

Licensee: Anthony Eardley # 349923

Montana:

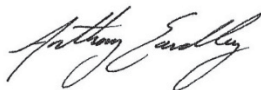
NOTICE: This coverage is issued by an unauthorized insurer that is an eligible surplus lines insurer. If this insurer becomes insolvent, there is no coverage by the Montana Insurance Guaranty association under the Montana Insurance Guaranty Association Act.

SL Broker: Anthony Eardley

License# 687047

Agency: Citadel Insurance Services

License# 687655



Nebraska:

This policy is issued by a non-admitted insurer, and in the event of the insolvency of such insurer, this policy will not be covered by the Nebraska Property and Liability Insurance Guaranty Association.

SL Broker: Anthony Eardley

License# 2884908

Citadel Insurance Services

License# 100179428

2600 Executive Parkway STE 500, Lehi UT 84043

STATE SPECIFIC WORDING

Nevada:

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

Anthony Eardley License# 612942

New Hampshire:

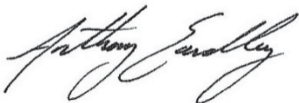
The company issuing this policy is an eligible surplus lines insurer in the state of New Hampshire and the rates charged and policy forms used have not been approved by the commissioner of insurance. If the company issuing this policy becomes insolvent, the New Hampshire insurance guaranty fund shall not be liable for any claims made against the policy.

New Jersey:

This policy is written by a surplus lines insurer and is not subject to the filing or approval requirements of the New Jersey Department of Banking and Insurance. Such a policy may contain conditions, limitations, exclusions and different terms than a policy issued by an insurer granted a Certificate of Authority by the New Jersey Department of Banking and Insurance. The insurer has been approved by the Department as an eligible surplus lines insurer, but the policy is not covered by the New Jersey Insurance Guaranty Fund, and only a policy of medical malpractice liability insurance as defined in N.J.S.A. 17:30D-3d or a policy of property insurance covering owner-occupied dwellings of less than four dwelling units are covered by the New Jersey Surplus Lines Guaranty Fund.

New Mexico:

This policy provides surplus lines insurance by an insurer not otherwise authorized to transact business in New Mexico. This policy is not subject to supervision, review or approval by the superintendent of insurance. The insurance so provided is not within the protection of any guaranty fund law of New Mexico designed to protect the public in the event of the insurer's insolvency.



Anthony Eardley

STATE SPECIFIC WORDING

New York:

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

North Carolina:

The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund.

SL Broker: Anthony Eardley License# 2884908

North Dakota:

Notice: 1. An insurer that is not licensed in this state is issuing the insurance policy that you have applied to purchase. These companies are called "nonadmitted" or "surplus lines" insurers. 2. The insurer is not subject to the financial solvency regulation and enforcement that applies to licensed insurers in this state. 3. These insurers generally do not participate in insurance guaranty funds created by state law. These guaranty funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised. 4. Some states maintain lists of approved or eligible surplus lines insurers and surplus lines producers may use only insurers on the lists. Some states issue orders that particular surplus lines insurers cannot be used. 5. For additional information about the above matters and about the insurer, you should ask questions of your insurance producer or surplus lines producer. You may also contact your insurance department consumer help line."

STATE SPECIFIC WORDING

Ohio:

THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.

Oklahoma:

The insurance hereby evidenced is written by an approved non-licensed insurer in the state of Oklahoma, and is not subject to the protection of any guaranty association in the event of liquidation or receivership of the insurer.

Oregon:

This insurance was procured and developed under the Oregon surplus lines laws. It is NOT covered by provisions of ORS 734.510 to 734.710 relating to the Oregon Insurance Guaranty Association. If the insurer issuing this insurance becomes insolvent, the Oregon Insurance Guaranty Association has no obligation to pay claims under this insurance.

SL Lines Licensee: Anthony Eardley

Pennsylvania:

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.

Surplus Lines Licensee: Anthony Eardley

STATE SPECIFIC WORDING

Rhode Island:

THIS INSURANCE CONTRACT HAS BEEN PLACED WITH AN INSURER NOT LICENSED TO DO BUSINESS IN THE STATE OF RHODE ISLAND BUT APPROVED AS A SURPLUS LINES INSURER. THE INSURER IS NOT A MEMBER OF THE RHODE ISLAND INSURERS INSOLVENCY FUND. SHOULD THE INSURER BECOME INSOLVENT, THE PROTECTION AND BENEFITS OF THE RHODE ISLAND INSURERS INSOLVENCY FUND ARE NOT AVAILABLE.

South Carolina:

This company has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this State as an eligible surplus lines insurer, but it is not afforded guaranty fund protection

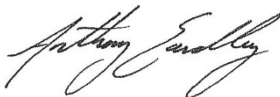
South Dakota:

THIS INSURANCE CONTRACT IS ISSUED BY A NONADMITTED INSURER WHICH IS NOT LICENSED BY NOR UNDER THE JURISDICTION OF THE SOUTH DAKOTA INSURANCE DIRECTOR.

Surplus Lines Licensee: Anthony Eardley

This policy is issued by your risk purchasing group. Your risk purchasing group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk purchasing group

Tennessee: This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage pursuant to the Tennessee insurance statutes.



Anthony Eardley
2600 Executive Parkway STE 500, Lehi UT 84043

STATE SPECIFIC WORDING

Texas:

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Anthony Eardley
Citadel Insurance Services
2600 Executive Parkway STE 500
Lehi, UT 84043

Utah:

The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah insurance commissioner. This policy receives no protection from any of the guaranty associations created under Chapter 28, Title 31A

Vermont:

The company issuing this policy has not been licensed by the State of Vermont, and the rates charged have not been approved by the Commissioner of Insurance. Any default on the part of the insurer is not covered by the Vermont Insurance Guaranty Association.

SL Broker: Anthony Eardley Lic# 692416
2600 Executive Parkway STE 500
Lehi, UT 84043
Producer: Trustco
2735 E Parleys Way, #305
SLC, UT 84109

STATE SPECIFIC WORDING

Virginia:

THE INSURANCE POLICY THAT YOU HAVE APPLIED FOR HAS BEEN PLACED WITH OR IS BEING OBTAINED FROM AN INSURER APPROVED BY THE STATE CORPORATION COMMISSION FOR ISSUANCE OF SURPLUS LINES INSURANCE IN THE COMMONWEALTH, BUT NOT LICENSED OR REGULATED BY THE STATE CORPORATION COMMISSION OF THE COMMONWEALTH OF VIRGINIA. THEREFORE, YOU, THE POLICYHOLDER, AND PERSONS FILING A CLAIM AGAINST YOU ARE NOT PROTECTED UNDER THE VIRGINIA PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION ACT (§§ 38.2-1600 et seq.) OF THE CODE OF VIRGINIA AGAINST DEFAULT OF THE COMPANY DUE TO INSOLVENCY. IN THE EVENT OF INSURANCE COMPANY INSOLVENCY YOU MAY BE UNABLE TO COLLECT ANY AMOUNT OWED TO YOU BY THE COMPANY REGARDLESS OF THE TERMS OF THIS INSURANCE POLICY, AND YOU MAY HAVE TO PAY FOR ANY CLAIMS MADE AGAINST YOU.

SL Broker: Anthony Eardley License# 675529

2600 Executive Parkway STE 500 Lehi, UT 84043

Washington:

This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.

Surplus Lines Licensee: Anthony Eardley

Sample Policy
12.9.21

STATE SPECIFIC WORDING

West Virginia:

THIS COMPANY IS NOT LICENSED TO DO BUSINESS IN WEST VIRGINIA AND IS NOT SUBJECT TO THE WEST VIRGINIA INSURANCE GUARANTY ACT.

Notice: 1. An insurer that is not licensed in this state is issuing the insurance policy that you have applied to purchase. These companies are called “nonadmitted” or “surplus lines” insurers. 2. The insurer is not subject to the financial solvency regulation and enforcement that applies to licensed insurers in this state. 3. These insurers generally do not participate in insurance guaranty funds created by state law. These guaranty funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised. 4. Some states maintain lists of approved or eligible surplus lines insurers and surplus lines brokers may use only insurers on the lists. Some states issue orders that particular surplus lines insurers cannot be used. 5. For additional information about the above matters and about the insurer, you should ask questions of your insurance agent or surplus lines licensee. You may also contact your Insurance Commission consumer help line.

Insured Name: _____

Signature: _____

Date: _____

STATE SPECIFIC WORDING

Wisconsin:

This insurance contract is with an insurer which has not obtained a certificate of authority to transact regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus line coverage pursuant to s. 618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3% tax on gross premium.

SL Broker: Anthony Eardley
Citadel Insurance Services
2600 Executive Parkway STE 500
Lehi, UT 84043

Wyoming:

This insurance contract is issued pursuant to the Wyoming Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Wyoming Insurance Department. In the event of insolvency of the surplus lines insurer, losses will not be paid by the Wyoming Insurance Guaranty Association.

Surplus Lines Broker: Anthony Eardley
Citadel Insurance Services
2600 Executive Parkway STE 500
Lehi, UT 84043



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FAILURE TO COMPLY WITH SWIMMING POOL AND HOT TUB SAFETY REQUIREMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal and Advertising Injury Liability:

This insurance does not apply to:

Failure To Comply With Swimming Pool And Hot Tub Safety Requirements

"Bodily injury", "property damage", or "personal and advertising injury" in any way involving swimming pools or hot tubs.

However, this exclusion does not apply if at all times during the policy period the insured fully complies with all applicable federal, state, and local statutes, codes, ordinances, and regulations related to the use, operation, and maintenance of swimming pools and hot tubs.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

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

CONFIRMATION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:	\$0
Federal Share Of Terrorism Losses:	80%

Disclosure Of Premium

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer.

Certified acts of terrorism coverage has been provided because either you have indicated to us or your agent that certified acts of terrorism coverage is desired or we have provided certified acts of terrorism coverage at no additional charge. If you have chosen to purchase certified acts of terrorism coverage, the premium charge is the amount shown in the Schedule of this notice.

If there is no premium shown above or the premium shown is \$0, there is no separate premium for the coverage during this policy period.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this notice) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA POLICYHOLDER NOTICE 3 AAC 25.050

This policy is issued by a nonadmitted or surplus lines insurer. Insurance may only be purchased from nonadmitted insurers if the full amount, kind, or class of insurance cannot be obtained from insurers who are admitted to do business in the State of Alaska. Your broker or the surplus lines broker has determined that this was true on the date the policy was placed. Before issuing a renewal policy or extending this policy, remarketing is required. To avoid intentional or unintentional extension of coverage in the surplus lines market when an admitted market for that coverage exists, a nonadmitted insurer is prohibited from the automatic renewal or extension of a policy without remarketing by your broker or the surplus lines broker.

In order to comply with the Alaska Administrative Code, the following notice is given:

You are hereby notified that, under 3 AAC 25.050, your policy will terminate effective no later than the date and time of its expiration. We reserve the right to cancel this policy sooner than the expiration date by giving you notice of cancellation as required in AS 21.36.220. You may request through your broker that a new policy from the surplus lines broker be concurrent with the effective date of the termination of this policy.

You are also notified that a new policy, if issued by us, is subject to rerating, which may result in a premium increase of more than ten percent (10%). As required by 3 AAC 25.050, you are hereby notified that any subsequent policy issued by us may be subject to a ten percent (10%) or more increase in premium. The actual premium will be based upon rates that apply at the time a subsequent policy, if any, is issued and will be made available to you before the effective date of the new policy, or the date subsequent coverage is bound, whichever occurs first.



ISSUING COMPANY PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none"> • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none"> • publicly-available information from government records; • de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy .
How do We collect your personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card <p>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.</p>
Why can't you limit all sharing of your personal information?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for Affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our Affiliates include member companies of Markel Group.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	<p>A formal agreement between Nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
<p>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060.</p> <p>We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>
<p>For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.</p>
<p>For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>
<p>Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>



EVANSTON INSURANCE COMPANY

TEXAS IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

EVANSTON INSURANCE COMPANY

To get information or file a complaint with your insurance company or HMO:

Call: Markel Legal Department

Toll-free: 1-800-507-7626

Online: www.markel.com

Email: legalregulatory@markel.com

Mail: 10275 West Higgins Rd, Suite 750, Rosemont, IL 60018

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

EVANSTON INSURANCE COMPANY

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Markel Legal Department

Teléfono gratuito: 1-800-507-7626

Online: www.markel.com

Correo electrónico: legalregulatory@markel.com

Dirección postal: 10275 West Higgins Rd, Suite 750, Rosemont, IL 60018

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



EVANSTON INSURANCE COMPANY

INDIANA NOTICE TO POLICYHOLDERS REGARDING FILING COMPLAINTS WITH THE DEPARTMENT OF INSURANCE

Questions regarding your policy or coverage should be directed to:

EVANSTON INSURANCE COMPANY
1-(800) 446-6671

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoj.



EVANSTON INSURANCE COMPANY

IMPORTANT NOTICE

CALIFORNIA SURPLUS LINES NOTICE (D-2)

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus lines” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC – the National Association of Insurance Commissioners – is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain**

more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.



EVANSTON INSURANCE COMPANY

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

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

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

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

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

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

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



Evanston Insurance Company

10275 West Higgins Road, Suite 750
Rosemont, IL 60018

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Kathleen Anne Sturgeon

Secretary

Ben W. Sales

President



POLICY NUMBER: LORMKL0000001

RENEWAL OF POLICY: N/A

**PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY
INSURANCE MASTER POLICY DECLARATIONS**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE INSURER AGREES WITH THE NAMED INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Master Policyholder name and address (No., Street, Town or City, State, Zip Code)		
The Real Estate Services Purchasing Association 1 N Franklin St Suite 3600 Chicago, IL 60606		

Policy term		
Effective Date:	03/01/2022	at 12:01 a.m. at the mailing address shown above.
Expiration Date:	03/01/2023	

Policy premium
See Certificate of Insurance

Deductible
See Certificate of Insurance

Limits Of Liability
See Certificate of Insurance

Producer Number, Name, and Address
Citadel Insurance Services LC 2600 W Executive Parkway Suite 500 Lehi, UT 84043

CLASSIFICATION AND PREMIUM

Premium Basis is per lease.	Total Advance Premium	\$	See Certificate of Insurance
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FORMS AND ENDORSEMENTS


See Forms Schedule MDIL 1001 08 10 attached.

Notices

Notices required to be provided to the Insurer under this Master Policy must be addressed to:

See Certificate of Insurance

THESE DECLARATIONS, TOGETHER WITH THE MASTER POLICY COVERAGE FORM, ENDORSEMENTS, AND NOTICES, IF ANY, COMPLETE THE ABOVE NUMBERED MASTER POLICY.

03/01/2022	
Countersignature Date	



EVANSTON INSURANCE COMPANY

FORMS SCHEDULE

FORMS APPLICABLE TO ALL CERTIFICATES OF INSURANCE

MCCL 2000	02 22	Certificate of Insurance
MIL-TERR-1	05 20	Confirmation Of Certified Acts Of Terrorism Coverage - Terrorism Risk Insurance Act
MPIL 1004-AK	02 10	Alaska Policyholder Notice 3 AAC 25.050
MPIL 1007	01 20	Privacy Notice
MPIL 1009-TX	05 20	Texas Important Notice
MPIL 1024-IN	10 20	Indiana Notice To Policyholders Regarding Filing Complaints With The Department Of Insurance
MPIL 1039-CA	01 20	Important Notice - California Surplus Lines (D2)
MPIL 1083	04 15	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MJIL 1000	08 10	Signature Page
MDCL 1000	03 22	Property Management Agreement Contractual Liability Insurance Master Policy Declarations
MECL 0001	03 22	Property Management Agreement Contractual Liability Insurance Master Policy
MIL 1219	09 20	Cap On Losses From Certified Acts Of Terrorism
MEIL 1200	02 20	Service Of Suit
MEIL 1200-CA	01 20	Service Of Suit - California
MECL 2300	03 22	Exclusion - Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Data
MECL 2301	03 22	Exclusion - Communicable Disease
MIL 1214	09 17	Trade Or Economic Sanctions

FORMS APPLICABLE ONLY TO CERTIFICATES OF INSURANCE ISSUED IN THE STATE INDICATED

AK	MECL 2400	03 22	Alaska Changes - Cancellation
AR	MECL 2401	03 22	Arkansas Changes - Cancellation And Nonrenewal
CT	MECL 2402	03 22	Connecticut Changes - Cancellation And Nonrenewal
FL	MECL 2403	03 22	Florida Changes - Cancellation And Nonrenewal
GA	MECL 2404	03 22	Georgia Changes - Cancellation And Nonrenewal
IN	MECL 2405	03 22	Indiana Changes - Cancellation And Nonrenewal
IA	MECL 2406	03 22	Iowa Changes - Cancellation And Nonrenewal
LA	MECL 2407	03 22	Louisiana Changes - Cancellation And Nonrenewal
ME	MECL 2408	03 22	Maine Changes - Cancellation And Nonrenewal
MI	MECL 2409	03 22	Mississippi Changes - Cancellation And Nonrenewal
MT	MECL 2410	03 22	Montana Changes - Cancellation And Nonrenewal
NE	MECL 2411	03 22	Nebraska Changes - Cancellation And Nonrenewal
NV	MECL 2416	03 22	Nevada Changes - Cancellation And Nonrenewal
OK	MECL 2412	03 22	Oklahoma Changes - Cancellation And Nonrenewal
OK	IL 01 79	10 02	Oklahoma Notice
PA	MECL 2413	03 22	Pennsylvania Changes - Cancellation And Nonrenewal
SC	MECL 2414	03 22	South Carolina Changes - Cancellation And Nonrenewal
VT	MECL 2417	03 22	Vermont Changes - Cancellation And Nonrenewal
WY	MECL 2415	03 22	Wyoming Changes - Cancellation And Nonrenewal



EVANSTON INSURANCE COMPANY

PROPERTY MANAGEMENT AGREEMENT

CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

Various provisions in this Master Policy restrict coverage. Read the entire Master Policy carefully to determine rights, duties, and what is and is not covered. Throughout this Master Policy, the term Master Policyholder means the entity shown in the Declarations.

A 21 (twenty-one) day cooling off period applies from the commencement date shown in the **certificate of insurance** on the **property** provided the **certificate holder** has not made a claim. Please refer to Paragraph **D. Cancellation of Certificates** of Section **GENERAL PROVISIONS**.

INSURING AGREEMENT

Subject to the terms of this Master Policy, and in consideration of the premium specified in the **certificate of insurance**, **we** agree to indemnify the **certificate holder** for amounts the **certificate holder** becomes liable to pay the **property owner** for loss of **rent** pursuant to the **property management agreement** arising from one or more of the Insured Events described below; provided:

- A. The Insured Event occurs during the **period of insurance**;
- B. The loss of **rent** will be reduced through the use of any remaining **security deposit** after subtracting all **allowable re-leasing expenses** as provided for in the relevant **lease**;
- C. The **property** is managed full time by a **professional property management agent**;
- D. A **lease** is or has been in place with the **tenant** for an initial fixed term of no less than 6 (six) months;
- E. The **certificate holder** has liability for such amounts as set forth in the **property management agreement**; and
- F. The Master Policy will not pay more than the **certificate holder** would be legally entitled to recover from the **tenant** due to the **tenant's** non-compliance with or failure to satisfy the terms of their **lease**.

We will provide a **certificate of insurance** as evidence of insurance under this Master Policy for delivery to each **certificate holder**.

INSURED EVENTS

Insured Event means the following:

A. Tenant Skip (Lease Break)

The **tenant** vacates the **property** with or without providing the required notice in accordance with their **lease** or vacates at the end of their **lease** leaving unpaid **rent**.

B. Tenant Delinquency (Eviction Order Granted)

An **eviction order** for the termination of the **tenant's lease** on the grounds of **rent** arrears has been issued by a court following the **certificate holder's** successful eviction lawsuit.

If there is a filing error that requires the **eviction order** to be resubmitted, then the claim for loss of **rent** will be reduced by the amount of time that elapses between the first attempt and subsequent successful filing.

C. Tenant Delinquency (Writ of Possession)

A **writ of possession** order is served by the local sheriff, marshal, or constable after the **tenant** either fails to comply with the payment terms set forth in the **eviction order** or fails to vacate the **property** once the **eviction order** is posted.

D. Tenant Death (Sole Tenancy)

The death of the **tenant** prevents the **rent** from being paid. This coverage only applies if the **tenant** was the sole person listed in the **lease** at the time of the **tenant's** death.

E. Murder or Suicide

The death of a **tenant** by murder or suicide while they are at the **property** prevents the **rent** from being paid.

F. Untenantable (Tenant Damage to Contents)

The **property** becomes **untenantable** for a minimum period of 7 (seven) days due to **malicious damage** to contents caused by **tenant**, provided **we** have accepted **certificate holder's malicious damage** claim under the Additional Benefits section of this Master Policy.

Coverage will commence from the date the **property** became **untenantable** until the date 2 (two) weeks after the **property** becomes **tenantable** again, or when the Maximum Limit shown in the **certificate of insurance** is reached, whichever occurs first.

G. Untenantable (Tenant Damage to Building)

The **property** becomes **untenantable** for a minimum period of 7 (seven) days due to **malicious damage** to the building caused by the **tenant**, provided **we** have accepted **certificate holder's malicious damage** claim under the Additional Benefits section of this Master Policy.

Coverage will commence from the date the **property** became **untenantable** until the date 2 (two) weeks after the **property** becomes **tenantable** again, or when the Maximum Limit shown in the **certificate of insurance** is reached, whichever occurs first.

H. Victims of Violence

The **lease** is terminated by the **tenant** under the Right of Victims of Violence to Terminate Lease statute, or similar law, in the **certificate holder's** state during the **period of insurance**.

Coverage is subject to the **certificate holder's** receipt of a signed document by a court official or qualified third party as defined under the Right of Victims of Violence to Terminate Lease statute, or similar law providing evidence that the **tenant** or authorized occupant is a victim of domestic abuse as defined in the terms of the applicable statute or law of the state in which the **property** is located.

This Paragraph H. does not affect a **tenant's** obligation for **delinquent rent** or other amounts owed to **certificate holder** before the **lease** was terminated by the official documentation.

COVERAGE EXTENSIONS

A. Eviction Filing Fees and Eviction Defense Costs

Eviction filing fees and eviction defense costs that are incurred in relation to a covered claim but only if the costs incurred relate to an eviction lawsuit filed with a regulatory agency due to **delinquent rent**. The **certificate holder** cannot make a claim under this section if the costs were awarded against the **tenant** and were paid by the **tenant**.

B. Sheriff, Marshal, or Constable Fees

Sheriff, marshal, or constable fees that are incurred in relation to a covered claim as a direct result of engaging a sheriff, marshal, or constable for the purpose of evicting the **tenant**. The **certificate holder** cannot make a claim under this section if the costs were awarded against the **tenant** and were paid by the **tenant**.

ADDITIONAL BENEFITS

If the **certificate holder** has liability for the damages described below in accordance with the terms of the **property management agreement**, this Master Policy provides coverage for such loss.

A. Malicious Damage

Damages resulting from **malicious damage** to the **property**.

We may require the **certificate holder** to report **malicious damage** to the police as a crime or felony and they may wish to appoint a loss adjuster to inspect the damage being claimed as malicious.

B. Theft or Damage Due to Theft

Theft or damage due to theft.

C. Loss Due to Use of Digital Lock Boxes

Loss due to the use of a single use digital access code lock or digital **lock box** device attached to the **property** for the purposes of facilitating a "self-showing" to determine the **property's** suitability to lease.

Coverage is provided for theft, vandalism, or any person or persons taking possession of the **property** without permission who then require eviction.

To obtain coverage under this Paragraph **C.**, the **certificate holder** must provide evidence that the **certificate holder** obtained a copy of formal identification for each prospective **tenant** and that the access code is a one-time use only code. The use of static code locks or **lock boxes** where the code is unable to be changed between each "self-showing" **tenant** is a risk that is not covered by this Master Policy.

D. Service, Companion, or Emotional Support Animal

Damage caused by a **service, companion, or emotional support animal** that a qualified third party has determined to be providing a benefit to the **certificate holder's tenant** with a verifiable disability.

In the absence of documentation of a verifiable disability of the **certificate holder's tenant**, it will be determined that the animal causing the damage is a household pet for which there is no coverage under this Master Policy.

E. Re-keying of Locks

Costs for re-keying locks if the **tenant** has not returned the keys.

EXCLUSIONS

The following exclusions apply unless specifically stated elsewhere in this Master Policy.

This Master Policy does not apply to:

A. Any loss, damage, cost, or expense caused by or resulting from:

1. Accidental damage or loss;
2. Indirect loss or damage;
3. Interruption of business, except to the extent provided by this Master Policy;
4. Loss or damage or deterioration arising from any delay including but not limited to a delay in commencing or completing repairs, or a delay in re-leasing or re-marketing the **property**;
5. Loss in any way related to asbestos;
6. Actions or movements of the sea;
7. Wear and tear, or **poor housekeeping**;
8. Cost of storing **possessions**;
9. Rainwater;
10. Storm;
11. War;
12. Impact;
13. Lightning; or

14. Rent concessions.

- B. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from any loss that occurred prior to the effective date or after the expiration date of the **certificate of insurance**.
- C. Loss, damage, cost, expense, or other sum directly or indirectly caused by, resulting from, or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- D. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack by any:
 - 1. Government or sovereign power (de jure or de facto);
 - 2. Military, naval, or air force; or
 - 3. Agent or authority of any party specified in 1. or 2. above.
- E. Nuclear reaction or nuclear radiation or radioactive contamination, discharge, explosion, or use of any nuclear device, weapon, or material employing or involving nuclear fission, fusion, or radioactive force, whether in time of peace or war and regardless of who commits the act.
- F. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an event.
- G. Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.
- H. Risks of contraband, or illegal transportation or trade.
- I. Any dishonest act, including but not limited to theft, committed alone or in collusion with others, at any time:
 - 1. By the **certificate holder** or any proprietor, partner, director, trustee, officer, or employee of the **certificate holder**; or
 - 2. By any person engaged by the **certificate holder** to do anything in connection with **property**.

This Master Policy affords coverage for acts of direct insured physical damage intentionally caused by any individual specified in 2. above, and done without the **certificate holder's** knowledge. In no event does this Master Policy cover loss by theft by any individual specified in 1. or 2. above.
- J. Lack of the following services:
 - 1. Incoming electricity, fuel, water, gas, steam, or refrigerant;
 - 2. Outgoing sewerage; or
 - 3. Incoming or outgoing voice, data or video.
- K. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from:
 - 1. Faulty workmanship, material, construction, or design from any cause;
 - 2. Deterioration, depletion, rust, corrosion or erosion, wear and tear, inherent vice, or latent defect; or
 - 3. Settling, cracking, shrinking, bulging, or expansion of:
 - a. Foundations (including any pedestal, pad, platform, or other property supporting machinery);
 - b. Pavements;
 - c. Walls;
 - d. Ceilings; or
 - e. Roofs.

- L. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from:
 1. Changes of temperature damage (except to machinery or equipment); or
 2. Changes in relative humidity damage, whether atmospheric or not.
- M. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from insect, vermin including, but not limited to, termites, bed bugs, and fleas, wildlife, or animals; however, this exclusion does not apply to service animals.
- N. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from:
 1. Contamination including but not limited to the presence of pollution or hazardous material;
 2. Shrinkage;
 3. Changes in color, flavor, texture, or finish; or
 4. Loss or damage rising from the presence of lead-based paint.
- O. Any loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores, or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is:

- 1. Any physical loss or damage to **property**;
 - 2. Any insured peril or cause, whether or not contributing concurrently or in any sequence;
 - 3. Any loss of use, occupancy, or functionality; or
 - 4. Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.
- P. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from a **property claims service (PCS) catastrophe event**.
 - Q. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from **earth movement**.
 - R. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from **flood**.
 - S. The **certificate holder's** inability to rent the premises due to adverse **market conditions**. If none of the Insured Events has occurred and the conditions of the rental market dictate that a vacancy period will be sustained between tenancies, this Master Policy will not cover that loss.
 - T. Alternate accommodation costs for the **tenant** as a result of the **property** becoming **untenantable** for any reason.
 - U. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from the existence, presence, growth, proliferation, spread, or any activity of **fungi** or bacteria on or within a **property**.
 - V. Any loss, damage, cost, expense, or other sum directly or indirectly in any way involving asbestos or asbestos-containing products.
 - W. Any loss, damage, cost, expense, or other sum directly or indirectly in any way involving lead.
 - X. Any loss, damage, cost, or expense arising out of the ownership, maintenance, use, or entrustment to others of any **unmanned aircraft**.
 - Y. Any loss, damage, cost, or expense arising out of or in any way related to abuse, molestation, or exploitation in any form, whether threatened or actual, including but not limited to physical or sexual abuse, molestation, or exploitation.

INSURED LOCATION

The coverages under this Master Policy apply to the specified **property** as shown in the **certificate of insurance** on file with **us**.

LIMITS OF INSURANCE AND DEDUCTIBLE

A. Maximum Rental Limit and Maximum Duration

The maximum amount **we** will pay for any one Insured Event per **property** during the **policy period** will be the Maximum Rental Limit shown in the Limits Of Insurance and Deductibles section of the **certificate of insurance**, which is subject to the Maximum Duration period. In no event will the amount paid by **us** be:

1. Greater than the Maximum Rental Limit; or
2. For longer than the Maximum Duration time period shown in the **certificate of insurance**.

B. Coverage Extensions

All claims under the Coverage Extensions section are subject to the Maximum Limit shown in the **certificate of insurance** and aggregated each **policy period**. If the **certificate holder** makes multiple claims under Coverage Extensions, the maximum **we** will pay in any one **policy period** is the limit for this benefit shown on the **certificate of insurance**. If, for example, the **certificate holder** makes a claim for benefits in the amount of \$3,500 and the limit for this coverage is \$4,000, then the maximum the **we** will pay for a subsequent claim within the same **policy period** is an additional \$500.

C. Master Policy Combined Aggregate Limit Of Insurance

Regardless of the number of **certificates of insurance** issued, insureds, claims made, or Insured Events, the Master Policy Combined Aggregate Limit of Insurance shown in the **certificate of insurance** will be **our** maximum aggregate liability for the combined total of all payments under this Master Policy with the exception of payments made under the Additional Benefits section.

D. Deductibles

In each case of loss covered by this Master Policy, **we** will be liable only if the **certificate holder** sustains a loss in each Insured Event greater than the applicable **deductible** shown in the **certificate of insurance**. **We** will deduct the amount of the **deductible** before the application of the limits of liability. The **deductible** amount must be paid by the **certificate holder** and is not considered an **allowable re-leasing expense** to be deducted from the **security deposit**.

If two or more **deductibles** provided in this Master Policy apply to a single Insured Event, the total to be deducted will not exceed the largest **deductible** applicable, unless otherwise provided.

E. Additional Benefits Payments

Claims paid under the Additional Benefits Section will not reduce the Master Policy Limit of Liability shown in the **certificate of insurance**.

CONDITIONS

A. Arrears at Master Policy Commencement - Existing Tenancies

If the **tenant's rent** payments were in arrears as of the **rent due date** by 6 (six) days or more in the 2 (two) months immediately prior to the Master Policy Effective Date, then this Master Policy will not pay a claim for loss of **rent** from an Insured Event with respect to such **tenant**.

Once the **tenant** subsequently brings their **rent** out of arrears by paying their **rent** timely which means within 5 (five) days of the **rent due date** (excluding further grace periods) for 2 (two) consecutive months, this limitation will no longer apply to a future claim.

B. Outstanding Financial Obligations at Master Policy Commencement - New Tenant

When a new Master Policy is issued just prior to or at the beginning of a new **lease**, and if a new **tenant** is allowed to move into the **property** before all of their financial obligations have been met, then this Master Policy will not pay a claim for loss from an Insured Event with respect to such **tenant** until all such obligations are fulfilled. However, in no event will this Master Policy pay for loss from an Insured Event that occurs prior to the fulfillment of such **tenant's** financial obligations.

C. Claims for More Than One Insured Event

Where a claim is possible under more than one of the Insured Events, the **certificate holder** may only make a claim under one of those Insured Events for any one **rent** loss during the **period of insurance**.

D. Security Deposit

Claims settled under this Master Policy will be calculated on the basis that a **security deposit** equivalent to at least one month's **rent** has been collected, regardless of whether a **security deposit** totaling that amount has actually been collected.

In the event of loss of or damage to the **property** caused by the **tenant**, the **security deposit** will be used to minimize the loss. For example:

The **tenant security deposit** is to be applied first to **allowable re-leasing expenses**. Any portion of the **security deposit** remaining must be applied to unpaid **rent** before this Master Policy will provide coverage for loss of **rent**. If all of the **tenant's** unpaid obligations are covered by the **security deposit** at the end of the **lease**, then there is no covered loss. To demonstrate that the **security deposit** has been exhausted, evidence of expenditure is required including copies of all invoices.

E. Security Deposit Returned to Tenant

If the **certificate holder** decides to return the **security deposit** to the **tenant**, and a claim is made for loss of or damage to the **property** or **rent delinquency** that the **tenant** was obligated to pay, **we** will deem that amount self-insured by the **certificate holder** and subsequently reduce the amount **we** pay by the amount of the **security deposit** returned to the **tenant**.

Maintenance costs that the **certificate holder** elects to incur during or between tenancies that are not the legal obligation of the **tenant** are the sole responsibility of the **certificate holder**, are not to be deducted from the **security deposit**, and are not claimable.

Markup charges levied by the **certificate holder** for arranging cleaning or repairs remain the responsibility of the **certificate holder** to pay and are not claimable.

F. Delinquent Rent Notices or Eviction Orders

We may reduce or deny a **certificate holder's** loss of **rent** claim if the **certificate holder**:

1. Fails to issue written notices as prescribed by the laws or statutes of the state in which the **property** is located for payment of **delinquent rent**;
2. Fails to file for an **eviction order** due to **delinquent rent**; or
3. Fails to pursue a **writ of possession** if the **tenant** fails to make the scheduled **rent** payments in the **eviction order**, or fails to vacate the **property**.

If laws in the state in which the **property** is located allow a **certificate holder** to send formal notices advising the **tenant** that failure to pay outstanding **rent** may result in eviction, then the **certificate holder** must exercise those rights in accordance with the time period allowed. If the only process available to the **certificate holder** is to file for eviction when the **rent** is **delinquent**, then the **certificate holder** must file for eviction within 15 (fifteen) days of delinquency, not including any additional grace period. If the **certificate holder** does not file by the 15th (fifteenth) day, the claim will be reduced by the number of days by which the filing was delayed.

If the **certificate holder** makes a filing error which requires the eviction filing to be resubmitted, then the claim for loss of **rent** will be reduced by the amount of time that elapses between the first attempt and subsequent successful filing.

G. Failure to Repair and Re-lease

The **certificate holder** must demonstrate that the **certificate holder** initiated the necessary steps to return the **property** to the rental market within 7 days after the departure of the **tenant** or the date damage is discovered. If the **certificate holder** fails to do so, **we** will commence the loss of **rent** claim beginning on the date it would have been reasonable for the **certificate holder** to have repaired any damage and attempted to re-lease the **property**.

H. Delaying Repairs

If the **certificate holder** causes unreasonable delays in commencing or carrying out any repair or rebuilding work, **we** will reduce the rental income benefit to take into account any loss of **rent** that results from the **certificate holder's** delay.

Repairs must be carried out by a tradesperson who carries all applicable insurances and is appointed by the **certificate holder**.

I. Leases

All **leases**, including month to month, must be in writing.

LOSS OF RENT CALCULATION

If the **certificate holder** is liable for loss of **rent** as set forth in the **property management agreement**, loss of **rent** is calculated using either:

1. The monthly **rent** of the **tenant** in accordance with their current **lease**; or
2. The monthly **rent** sum stated on the **certificate of insurance**, whichever is less.

The amount payable will be calculated by determining the daily **rent** by multiplying the monthly **rent** by 12 (twelve) and dividing by 365 (three hundred sixty-five). This amount will then be multiplied by the number of weeks or days' loss of rent the **certificate holder** is entitled to collect.

This amount will then be reduced by any **security deposit** remaining after subtracting all **allowable re-leasing expenses**.

A claim will be calculated until earliest of the following:

1. The day before the **property** is re-leased;
2. The date the **lease** expires either naturally or by eviction;
3. The date the **certificate holder** withdraws the **property** from the rental market;
4. The date the **tenant** vacated if no effort is made to replace the **tenant**; or
5. The Expiration Date shown on the **certificate of insurance**.

Maintenance costs that the **certificate holder** voluntarily elects to incur, but are not the past **tenant's** obligation, are not to be deducted from the **security deposit** and must be paid for by the **certificate holder**. All markup charges levied by the **certificate holder's** agent for arranging repairs or cleaning are payable by the **certificate holder**.

The resulting amount, if it exceeds the limit indicated in the **certificate of insurance** that applies to the event being claimed, will then be reduced to that limit.

LOSS ADJUSTMENT AND SETTLEMENT

A. LOSS ADJUSTMENT/PAYABLE

Loss, if any, will be adjusted with and payable to the **certificate holder** named in an issued **certificate of insurance**.

B. VALUATION

If the **certificate holder** is liable for physical loss as set forth in the **property management agreement**, adjustment of the physical loss amount under Additional Benefits of this Master Policy will be computed as of the date of loss at the **property**, and for no more than the **certificate holder's** interest, subject to the following:

The loss amount will not exceed the lesser of the following:

1. All with due diligence and dispatch the cost:
 - a. To repair;
 - b. To rebuild or replace on the same site with new materials of like size, kind, and quality; or
 - c. In rebuilding, repairing, or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss.

2. The **actual cash value** if:

- a. Such **property** is useless to the **certificate holder**; or
- b. The **certificate holder** elects not to repair or replace the **property** lost, damaged, or destroyed.

We will replace any items of personal property which are less than 10 (ten) years old with a new one if they cannot be economically repaired. For personal property items that are over 10 (ten) years old, **we** will pay the **certificate holder** the **actual cash value**.

C. CARPETS

We will only pay for repair or replacement of carpet in the room where damage occurs. This could include carpet within that room that is undamaged. However, **we** will not pay to repair or replace undamaged carpet in other rooms to achieve a match with the carpet repaired or replaced.

We will try to match carpet with the original materials, if that is not possible, **we** will reserve the right to use nearest equivalent or similar materials.

D. CURTAINS

We will only pay for repair or replacement of damaged curtains in the room where damage occurs. This could include curtains within that room that are undamaged. However, **we** will not pay to repair or replace undamaged curtains in other rooms to achieve a match with the curtains repaired or replaced.

We will try to match curtains with the original materials, if that is not possible, **we** will reserve the right to use nearest equivalent or similar materials.

E. FURNITURE COVERING

If the covering of an item of furniture cannot be repaired or replaced (or repairs have been unsuccessful), **we** will pay the **certificate holder** the replacement cost of the furniture. However:

1. For furniture that is more than 10 (ten) years old, **we** will pay the **certificate holder** the **actual cash value**, and
2. For any unsuccessful repairs, **we** will pay the replacement cost less any applicable **deductible**.

If the covering of an item of furniture cannot successfully be repaired or replaced and it forms part of a set (or suite), **we** will treat the entire set as a total loss.

LOSS CONDITIONS

A. REQUIREMENTS IN CASE OF LOSS

The **certificate holder** must:

1. Give notice as soon as possible after the **certificate holder** has been made aware of the loss.
2. Protect the **property** from further loss or damage.
3. Promptly separate the damaged and undamaged **property** and put it in the best possible order; and furnish a complete inventory of the lost, destroyed, damaged, and undamaged **property** showing in detail the quantities, costs, **actual cash value**, replacement value, and amount of loss claimed.
4. Give a signed and sworn proof of loss or other documents requested to **us** within 90 (ninety) days after the loss, unless that time is extended in writing by **us**. The proof of loss must state the **certificate holder's** knowledge and belief as to:
 - a. The time and origin of the loss;
 - b. The **certificate holder's** interest and that of all others in the **property**; and
 - c. The **actual cash value** and replacement value of each item and the amount of loss to each item; all encumbrances; and all other contracts of insurance, whether valid or not, covering any of the **property**.

The documents **we** may request include, but are not limited to, the following:

- (1) A copy of the current **tenant's lease** and the **lease** for the new ongoing **tenant**;

- (2) A copy of the **tenant's** rental payment history if the claim involves loss of **rent, malicious damage**, or theft by the **tenant**;
- (3) Copies of any, written notices, **eviction orders**, and possession proceedings documents;
- (4) Evidence of dated, published advertising to demonstrate efforts to re-lease the **property**;
- (5) Proof of ownership, such as receipts, valuations, photographs, warranties, or instruction manuals, for items which have been stolen or damaged;
 - (a) Itemized quotes to repair or replace damaged items. If the Insurers have appointed an assessor, they can assist with sourcing quotes if required;
 - (b) Invoices to justify the cost of leasing expenses that were deducted from the **tenant's security deposit**;
 - (c) Copies of move-in/move-out and routine property inspection reports along with photographs or video evidence to support a claim for damages;
 - (d) Declination letters from other insurers;
 - (e) Documentation of verifiable service animal;
 - (f) Any other court issued documents, letters, claims, writ, or summons, in relation to a claim; and
 - (g) A copy of the police report for **malicious damage**, theft, or arson.

B. SUBROGATION

The **certificate holder** is required to cooperate in any subrogation proceedings. **We** may require from the **certificate holder** an assignment or other transfer of all rights of recovery against any party for loss to the extent of **our** payment.

If the **certificate holder** enters into an agreement with the **tenant** responsible for loss or damage to the **property** to accept a financial consideration as full settlement of the **tenant's** legal debt, the **certificate holder** has effectively prevented **us** from exercising **our** right to recovery. In such circumstances, **we** will consider that the **certificate holder** has elected to self-insure the loss and will not provide the **certificate holder** with coverage under this Master Policy.

Any recovery from subrogation proceedings, less costs incurred by **us** in such proceedings, will be payable to the **certificate holder** in the proportion that the amount of:

1. Any applicable **deductible**; and
2. Any provable uninsured loss;

bears to the entire provable loss amount.

If the **certificate holder** receives payment from a **tenant** for which the **certificate holder** has already received a claim benefit, then **certificate holder** must remit the amount to **us** after the deduction of:

1. Any applicable **deductible**; and
2. Any amount that was not claimable under the Master Policy for which the **tenant** was legally obligated to pay under the **lease**.

C. ARBITRATION

If the **certificate holder** and **we** fail to agree in whole or in part regarding any aspect of this Master Policy, each party shall, within 10 (ten) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two chosen shall, before commencing the arbitration, select a competent and disinterested umpire. The arbitrators together shall determine such matters in which the **certificate holder** and **we** shall so fail to agree and shall make an award thereon, and if they fail to agree, they will submit their differences to the umpire and the award in writing of any two, duly verified, shall determine the same.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

D. SUIT AGAINST US

No suit, action, or proceeding for the recovery of any claim will be sustained against **us** in any court of law or equity unless:

1. The **certificate holder** has fully complied with all the provisions of this Master Policy; and
2. Legal action is started within 12 (twelve) months after inception of the loss.

If, under the insurance laws of the jurisdiction in which the **property** is located, such 12 (twelve) months' limitation is invalid, then any such legal action needs to be started within the shortest limit of time permitted by such laws.

E. COLLECTION FROM OTHERS

We will not be liable for any loss to the extent that the **certificate holder** has collected for such loss from others.

F. CHOICE OF LAW

This Master Policy will be subject to the applicable state laws to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit clause endorsed to this Master Policy.

GENERAL PROVISIONS

A. ADDITIONAL INSURED INTERESTS

Additional insured interests are automatically added to this Master Policy as their interest may appear as additional named insured, lender, mortgagee, or loss payee in the **certificates of insurance** on file with **us**. Such interests become effective on the date shown in the **certificate of insurance** and will not amend, extend, or alter the terms, conditions, provisions, exclusions, and limits of cover of this Master Policy and in no event will provide coverage broader than that afforded the **certificate holder**.

B. TENANT SCREENING CRITERIA

The **certificate holder** must ensure that the **tenant** has been screened in a professional manner that is diligent and thorough and complies with all federal, state, and local laws including industry best practices.

C. CANCELLATION OF MASTER POLICY

This Master Policy may be canceled:

1. At any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect; or
2. By **us** by giving the Master Policyholder not less than:
 - a. 90 (ninety) days' written notice of cancellation; or
 - b. 10 (ten) days' written notice of cancellation if the Master Policyholder fails to remit, when due, payment of premium for this Master Policy.

Return of any unearned premium will be calculated on the customary short rate basis if the Master Policyholder cancels and on a pro-rata basis if **we** cancel this Master Policy. Return of any unearned premium will be made by **us** as soon as practicable.

Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 (twelve) months.

D. CANCELLATION OF CERTIFICATES

The **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of the Effective Date shown on the **certificate of insurance**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21 (twenty-one) day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.

Certificates of insurance may also be canceled:

1. At any time at a **certificate holder's** request by surrendering the **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect; or
2. By **us** by giving the **certificate holder** not less than:
 - a. 90 (ninety) days' written notice of cancellation; or
 - b. 10 (ten) days' written notice of cancellation if the **certificate holder** fails to remit, when due, payment of premium for the **certificate of insurance**.

Return of any unearned premium will be calculated on the customary short rate basis if the **certificate holder** cancels and on a pro-rata basis if **we** cancel a **certificate of insurance**. Return of any unearned premium will be made by **us** as soon as practicable.

E. INSPECTIONS

We, at all reasonable times, will be permitted, but will not have the duty, to inspect the **property**.

Our:

1. Right to make inspections;
2. Making of inspections; or
3. Analysis, advice, or inspection report,

will not constitute an undertaking, on behalf or for the benefit of the **certificate holder** or others, to determine or warrant that the **property** is safe or healthful. **We** will have no liability to the **certificate holder** or any other person because of any such inspection or failure to inspect.

F. ACCESS TO RECORDS

The **certificate holder** must make available to **us** at all reasonable times, and **we**, through **our** designated representatives, will have the right to inspect and copy at **our** own expense, during the period of this Master Policy and thereafter, all books, papers, and other records of the **certificate holder** and the **certificate holder's** agents or brokers in connection with this Master Policy or the subject matter hereof.

G. PROVISIONS APPLICABLE TO SPECIFIC JURISDICTIONS

Any terms of this Master Policy that conflict with applicable statutes (or statutes deemed applicable by a court of competent jurisdiction) are amended to conform with the minimum requirements of such statutes.

H. MISREPRESENTATION AND FRAUD

This entire Master Policy will be void if, whether before or after a loss, the Master Policyholder has:

1. Willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the Master Policyholder's interest;
2. Made any attempt to defraud **us**; or
3. Made any false swearing.

A **certificate of insurance** will be void, if, whether before or after a loss, the **certificate holder** has:

1. Willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the **certificate holder's** interest;
2. Made any attempt to defraud **us**; or
3. Made any false swearing.

I. OTHER INSURANCE

1. If there is any other insurance that would apply in the absence of this Master Policy, this Master Policy will apply only after such insurance whether collectible or not.

2. The **certificate holder** is permitted to have other insurance over any limits of cover specified elsewhere in this Master Policy without prejudice to this Master Policy. The existence of any such insurance will not reduce any limit of liability in this Master Policy. Any other insurance that would have provided primary coverage in the absence of this Master Policy will not be considered excess.
3. The **certificate holder** is permitted to have other insurance for all, or any part, of any **deductible** in this Master Policy.
4. The existence of such other insurance will not prejudice recovery under this Master Policy. If the limits of liability of such other insurance are greater than this Master Policy's applicable **deductible**, this Master Policy's insurance will apply only after such other insurance has been exhausted.
5. In the event this Master Policy is deemed to contribute with other insurance, the limit of liability applicable at each **property**, for purposes of such contribution with other insurers, will be the latest amount shown in the **certificate of insurance**.

J. MASTER POLICY MODIFICATION

The Master Policyholder and **we** may request changes to this Master Policy. This Master Policy can be changed only by endorsements issued by **us** and made a part of this Master Policy.

Notice to any agent or knowledge possessed by any agent or by any other person will not:

1. Change any part of this Master Policy; or
2. Prevent **us** from asserting any rights under the provisions of this Master Policy.

K. CERTIFICATE OF INSURANCE MODIFICATION

The **certificate holder** and **we** may request changes to a **certificate of insurance**. A **certificate of insurance** can be changed only by endorsements issued by **us** and made a part of the **certificate of insurance**.

Notice to any agent or knowledge possessed by any agent or by any other person will not:

1. Change any part of a **certificate of insurance**; or
2. Prevent **us** from asserting any rights under a **certificate of insurance**.

L. SALVAGE AND RECOVERIES

All salvages, recoveries, and payments recovered or received subsequent to a loss settlement under this Master Policy will be applied as if recovered or received prior to such settlement and all necessary adjustments will be made by the parties hereto.

M. REASONABLE CARE

If the **Certificate Holder** does not take reasonable care to:

1. Avoid the risk of injury to **tenants** and others;
2. Ensure that the **property** location does not have defects that may cause injury to any person at the time a **tenant** takes possession or that such defects identified at any other time are rectified promptly once they have been brought to the **certificate holder's** attention;
3. Maintain the **property** in a good state of repair;
4. Ensure that all building, maintenance, or repairs to the **property** are undertaken by appropriately licensed and qualified person(s); and
5. Comply with all statutory obligations, by-laws, and regulations imposed by any public authority for the safety of persons or property;

then **we** will not pay for loss, damage, liability, or injury to which such failure to take reasonable care contributes.

N. PREMIUM

The Master Policyholder is responsible for the payment of premiums to **us**. The **certificate holder** is responsible for the payment of applicable premiums to the Master Policyholder. The Master Policyholder will report to **us** the total number of **properties** covered under each **certificate of insurance** and will remit the premium to **us** based on that report.

O. UNOCCUPIED PROPERTIES

Once the **property** has been **unoccupied** for 60 (sixty) days, insurance coverage must be placed elsewhere within 15 (fifteen) days and the **certificate holder** must apply for a pro rata refund of premium and cancellation of coverage.

Regardless of whether the **certificate holder** applies for the cancellation, the Master Policy coverage will not apply after the **property** has been **unoccupied** for 75 (seventy-five) days.

DEFINITIONS

Some words and terms used in this Master Policy are defined. Wherever the following words or terms are used in this Master Policy, they mean what is set out below:

- A. Actual cash value** means the amount it would cost to repair or replace **property**, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.
- B. Allowable re-leasing expenses** means expenses that the **tenant** is obligated to pay under their **lease** or the relevant **Landlord-Tenant Laws**.
Allowable re-leasing expenses include, but are not limited to:
 - 1. **Property** cleanup including rubbish removal;
 - 2. Advertising fees;
 - 3. Agent re-leasing fees; and
 - 4. Carpet cleaning.
- C. Certificate holder** means the entity that has enrolled and been accepted for coverage under a **certificate of insurance**.
- D. Certificate of insurance** means the Insurance Certificate issued to a **certificate holder** that provides proof of coverage under this Master Policy.
- E. Deductible** means the first amount of any claim, which the **certificate holder** contributes.
- F. Delinquent rent** means that portion of **rent** that **tenant** has failed to pay within 5 (five) days of the **rent due date**.
- G. Delinquent rent notice** means a formal notice prescribed by local statutes or laws advising the **tenant** that failure to pay outstanding **rent** may result in eviction.
- H. Earth movement** means earth movement such as, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling, or contracting of the earth.
- I. Eviction filing fees and eviction defense costs** means costs incurred relating to an eviction lawsuit where a claim or complaint has been filed with a court or regulatory agency due to **rent delinquency**.
- J. Eviction order** means an order granted by a court, issued after the landlord wins an eviction lawsuit against the **tenant**, typically requiring the **tenant** to meet a payment schedule set by the court to vacate the **property**.
- K. Flood** means rising waters, waves, tide, or tidal water, the release of water, the rising, overflowing, or breaking of boundaries of natural or man-made bodies of water, or the spray therefrom, surface waters or sewer back-up resulting from any of the foregoing regardless of any other cause or event contributing concurrently or in any other sequence of loss.

- L. Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.
- M. Landlord-Tenant Laws** means the part of common or statutory law that details the rights, duties, and responsibilities of landlords and **tenants** with respect to leasehold rental properties and may include elements of both real property law and contract law.
- N. Lease** means the documented lease contract in place between landlord and **tenant** that may, with consent after the lease expires, become a month-to-month tenancy, subject to the rental terms of the original lease.
- Lease** does not include verbal leases under any circumstances.
- O. Lock box** means a single use digital access code lock or digital lock box device attached to the **property** that allows prospective **tenants** to inspect vacant properties as a "self-showing" to determine the **property's** suitability to lease.
- Lock box** does not include static code locks or lock boxes with a static code.
- P. Malicious damage** means damage to the **property** that is deliberate, intentional, and motivated by spite, malice, or vindictiveness. It includes arson where the fire is intentionally started.
- Malicious damage** does not include:
1. Damage caused by the **certificate holder** or someone acting under the express consent of the **certificate holder** or the **certificate holder's** family;
 2. **Tenant** carelessness, neglect, unhygienic living habits, or **poor housekeeping**;
 3. Damage caused by children under the age of 12 (twelve) years;
 4. Damage caused by domestic pets;
 5. Scratching, denting, chipping, or scorching; or
 6. Damage as a result of repairs or attempted repairs carried out by the **tenant**.
- Q. Market conditions** means loss of **rent** incurred at the **property** for reasons unrelated to the tenancy, e.g. low vacancy rate in the market or unrealistic **rent** expectations by the **certificate holder**.
- R. Period of insurance** means the day following the **tenant's rent** "paid to" date through to when the **property** is released, the **tenant's lease** expires, or the applicable limit is reached, whichever occurs first.
- Period of insurance** does not include any additional time due to the **certificate holder's** inability to resume operations for any reason.
- Period of insurance** may not extend beyond the Expiration Date shown in the **certificate of insurance**.
- S. Policy period** means the time period between the Effective Date and Expiration Date shown on the **certificate of insurance**.
- T. Poor housekeeping** means poor housekeeping practices or neglect, such as unclean or unhygienic living habits, lack of care, failure to control pets, accumulation of rubbish, or failure to control children under the age of 18 (eighteen) years.
- U. Possessions** means items belonging to the **tenant** such as clothing, furniture, and white goods that the **certificate holder** is required to store for a period of time as described by **landlord-tenant laws**.
- V. Property** means the building and its contents at the address set out in the **certificate of insurance** which is:
1. Owned by the **property owner**;
 2. For use by the **tenant**;
 3. Primarily used as a residential rental; and
 4. Professionally managed by the **certificate holder**.

W. Property claims service (PCS) catastrophe event means catastrophes defined by the PCS as events that:

1. Cause USD 25 (twenty-five) million or more in direct insured losses to property; and
2. Affect a significant number of policyholders and insurers and are given a catastrophe serial number.

Catastrophes are classified and divided by name into fire - other, hurricane, utility service disruption, wind and thunderstorm, and winter storm. The types of insured perils that have caused insured losses deemed catastrophic by PCS include, without limitation, tornadoes, hurricanes, storms, floods, ice and snow, freezing, wind, water damage, hail, earthquakes, fires, explosions, terrorism, volcanic eruptions, workers compensation bodily injury, and civil disorders.

X. Professional property management agent means a person or business that manages rental property for its owners as a regular part of their business activity and does so under the terms of a **property management agreement** signed by both parties. Where the state requires it, the professional property management agent must have all required state licensing.

Y. Property management agreement means a Scheer Landlord Protection Agreement or similar agreement between the **certificate holder** and the **property owner** setting forth the rights and duties of the parties.

Z. Property owner means the legally registered owner of the **property**.

AA. Rent means the financial obligation of the **tenant** under the **lease** at the time of loss or damage subject to the maximum amount set out in the **certificate of insurance**.

BB. Rent concession means an inducement offered to a **tenant** to lease the **property**. The concession may be in the form of **rent-free period**, **rent holiday**, or a short-term reduction in **rent**.

CC. Rent due date means the first day that **rent** is due according to the **lease** and does not include any grace period.

DD. Security deposit means those monies paid by the **tenant** and held as a **security deposit** against damage or outstanding **rent**. This Master Policy assumes the collection of one month's **rent** as a **security deposit**.

EE. Service, companion, or emotional support animal means a support animal that a qualified third party has determined provides a benefit to an individual with a verifiable disability. **Service, companion, or emotional support animal** includes any animal individually trained to do work or perform tasks to meet the requirements of a disabled person, including, but not limited to, minimal protection work, rescue work, pulling a wheelchair, or retrieving dropped items.

FF. Sheriff, marshal, or constable fees means costs incurred for a sheriff, marshal, or constable directly resulting from services for the purpose of evicting a **tenant**.

GG. Tenant means the person or persons named in the current **lease** who occupy the **property**.

HH. Tenantable means the condition of the **property** whereby such **property** could be reasonably and safely re-leased in its current condition without adversely affecting the amount of **rent** being sought.

II. Unmanned aircraft means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

JJ. Unoccupied means **property** that has not been occupied for 60 (sixty) days or more.

KK. Untenantable means the condition of the **property** that renders it unreasonable for the **professional property management agent** to attempt to re-lease the **property** until loss or damage claimable under this Master Policy has been repaired, replaced, or reinstated but does not include periods of elective maintenance or improvement.

LL. We, us, and our means the insurer issuing this Master Policy.

MM. Writ of possession means an order obtained from the local sheriff, marshal, or constable after the **tenant** either fails to comply with the payment arrangements set forth in the **eviction order** or fails to vacate the **property** once the **eviction order** is posted.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM (CASUALTY)

This endorsement modifies all commercial liability coverage included in the policy that is subject to Sec. 102, (12) of the federal Terrorism Risk Insurance Act of 2002, as amended:

A. Subject to Paragraphs **B.** and **C.** below, this policy provides coverage for certified acts of terrorism.

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

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

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

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy, such as losses excluded by a nuclear hazard, war, or military action exclusion.

All other terms and conditions remain unchanged.

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

Sample Policy



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is replaced by the following:

C. CANCELLATION OF MASTER POLICY

1. Cancellation Of Master Policy

- a. This Master Policy may be canceled at any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect.
- b. **We** may cancel this Master Policy by mailing to the Master Policyholder and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:
 - (1) 10 (ten) days before the effective date of cancellation if **we** cancel for:
 - (a) Conviction of the Master Policyholder of a crime having as one of its necessary elements an act increasing a hazard insured against; or
 - (b) Fraud or material misrepresentation by the Master Policyholder or a representative of the Master Policyholder in obtaining the insurance or by the Master Policyholder in pursuing a claim under this Master Policy; or
 - (2) 20 (twenty) days before the effective date of cancellation if **we** cancel for:
 - (a) Nonpayment of premium; or
 - (b) Failure or refusal of the Master Policyholder to provide the information necessary to confirm exposure or determine the policy premium; or
 - (3) 90 (ninety) days before the effective date of cancellation if **we** cancel for any other reason.
- c. **We** will mail **our** notice to the Master Policyholder's last known address and the last known address of the agent or broker of record.
- d. Notice of cancellation will state the effective date of cancellation. The Policy term will end on that date.
- e. If this Master Policy is canceled, **we** will return any premium refund due to the agent or broker of record, or directly to the Master Policyholder, or, if applicable, to the premium finance company. If:
 - (1) **We** cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:
 - (a) Nonpayment of premium;
 - (b) Conviction of the Master Policyholder of a crime having as one of its necessary elements an act increasing a hazard insured against;

- (c) Discovery of fraud or material misrepresentation made by the Master Policyholder or a representative of the Master Policyholder in obtaining the insurance or by the Master Policyholder in pursuing a claim under the Master Policy; or
- (d) Failure or refusal of the Master Policyholder to provide the information necessary to confirm exposure or determine the policy premium;

any unearned premium shall be returned or credited within 45 (forty-five) days after the cancellation notice is given; or

(2) The Master Policyholder cancels, the refund:

- (a) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, **we** will not retain this cancellation fee if this policy is canceled:
 - (1) And rewritten with **us** or in **our** company group;
 - (2) At **our** request;
 - (3) Because the Master Policyholder no longer has a financial or insurable interest in the **property** or business operation that is the subject of this insurance; or
 - (4) After the first year for a prepaid policy written for a term of more than one year; or
- (b) Will be returned or credited:
 - (1) By the effective date of cancellation; or
 - (2) Within 45 (forty-five) days the Master Policyholder's request to cancel;whichever is later.

f. Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 (twelve) months.

2. Nonrenewal

The following is added and supersedes any provision to the contrary:

- a. If **we** decide not to renew this Master Policy, **we** will mail written notice of nonrenewal, by first class mail, to the Master Policyholder and the agent or broker of record at least 45 (forty-five) days before:
 - (1) The expiration date; or
 - (2) The anniversary date if this policy has been written for more than one year or with no fixed expiration date.
- b. **We** need not mail notice of nonrenewal if:
 - (1) **We** have manifested in good faith **our** willingness to renew;
 - (2) The Master Policyholder has failed to pay any premium required for this Master Policy; or
 - (3) The Master Policyholder fails to pay the premium required for renewal of this Master Policy.
- c. Any notice of nonrenewal will be mailed to the last known addresses of the Master Policyholder and the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

3. Notice Of Premium Or Coverage Changes On Renewal

If the premium to renew this Master Policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the Master Policyholder, **we** will mail written notice to Master Policyholder's last known address and the last known address of the agent or broker of record at least 45 (forty-five) days before:

- a. The expiration date; or

- b. The anniversary date if this Master Policy has been written for more than one year or with no fixed expiration date.

B. Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS is replaced by the following:

D. CANCELLATION OF CERTIFICATES

1. Cancellation Of Certificate

- a. The **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of the Effective Date shown on the **certificate of insurance**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21 (twenty-one) day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.

Certificates of insurance may be canceled at any time at a **certificate holder's** request by surrendering the **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect.

- b. **We** may cancel this **certificate of insurance** by mailing to the **certificate holder** and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:

(1) 10 (ten) days before the effective date of cancellation if **we** cancel for:

- (a) Conviction of the **certificate holder** of a crime having as one of its necessary elements an act increasing a hazard insured against; or
- (b) Fraud or material misrepresentation by the **certificate holder** or a representative of the **certificate holder** in obtaining the insurance or by the **certificate holder** in pursuing a claim under this **certificate of insurance**; or

(2) 20 (twenty) days before the effective date of cancellation if **we** cancel for:

- (a) Nonpayment of premium; or
- (b) Failure or refusal of the **certificate holder** to provide the information necessary to confirm exposure or determine the premium; or

(3) 90 (ninety) days before the effective date of cancellation if **we** cancel for any other reason.

- c. **We** will mail **our** notice to the **certificate holder's** last known address and the last known address of the agent or broker of record.

d. Notice of cancellation will state the effective date of cancellation.

- e. If this **certificate of insurance** is canceled, **we** will return any premium refund due to the agent or broker of record, or directly to the **certificate holder**, or, if applicable, to the premium finance company. If:

(1) **We** cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:

- (a) Nonpayment of premium;
- (b) Conviction of the **certificate holder** of a crime having as one of its necessary elements an act increasing a hazard insured against;
- (c) Discovery of fraud or material misrepresentation made by the **certificate holder** or a representative of the **certificate holder** in obtaining the insurance or by the **certificate holder** in pursuing a claim under the **certificate of insurance**; or
- (d) Failure or refusal of the **certificate holder** to provide the information necessary to confirm exposure or determine the premium;

any unearned premium shall be returned or credited within 45 (forty-five) days after the cancellation notice is given; or

(2) The **certificate holder** cancels, the refund:

- (a) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, **we** will not retain this cancellation fee if this **certificate of insurance** is canceled:
 - (i) And rewritten with **us** or in **our** company group;
 - (ii) At **our** request;
 - (iii) Because the **certificate holder** no longer has a financial or insurable interest in the **property** or business operation that is the subject of this insurance; or
 - (iv) After the first year for a prepaid **certificate of insurance** written for a term of more than one year; or
- (b) Will be returned or credited:
 - (i) By the effective date of cancellation; or
 - (ii) Within 45 (forty-five) days of the **certificate holder's** request to cancel; whichever is later.

2. Nonrenewal

The following is added and supersedes any provision to the contrary:

- a. If **we** decide not to renew this **certificate of insurance**, **we** will mail written notice of nonrenewal, by first class mail, to the **certificate holder** and the agent or broker of record at least 45 (forty-five) days before:
 - (1) The expiration date; or
 - (2) The anniversary date if this **certificate of insurance** has been written for more than one year or with no fixed expiration date.
- b. **We** need not mail notice of nonrenewal if:
 - (1) **We** have manifested in good faith **our** willingness to renew;
 - (2) The **certificate holder** has failed to pay any premium required for this **certificate of insurance**; or
 - (3) The **certificate holder** fails to pay the premium required for renewal of this **certificate of insurance**.
- c. Any notice of nonrenewal will be mailed to the last known addresses of the **certificate holder** and the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

3. Notice Of Premium Or Coverage Changes On Renewal

If the premium to renew this **certificate of insurance** increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the **certificate holder**, **we** will mail written notice to **certificate holder's** last known address and the last known address of the agent or broker of record as least 45 (forty-five) days before:

- a. The expiration date; or
- b. The anniversary date if this **certificate of insurance** has been written for more than one year or with no fixed expiration date.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following are added to Paragraph **C.** Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation In Effect More Than 60 Days

If this Master Policy has been in effect more than 60 (sixty) days or is a renewal policy, **we** may cancel only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by the Master Policyholder or with the knowledge of the Master Policyholder in obtaining the policy, continuing the policy, or in presenting a claim under the Master Policy;
- c. The occurrence of a material change in the risk which substantially increases any hazard insured against after issuance of the Master Policy;
- d. Violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any **property** or its occupancy which substantially increases any hazard insured against under the Master Policy; or
- e. A material violation of a material provision of the Master Policy.

2. When We Do Not Renew

a. If **we** decide not to renew this Master Policy, **we** will mail to the Master Policyholder shown in the Declarations written notice of nonrenewal at least 60 (sixty) days before:

- (1) Its expiration date; or
- (2) Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, **we** are not required to send this notice if nonrenewal is due to the Master Policyholder's failure to pay any premium required for renewal.

b. **We** will mail our notice to the Master Policyholder's mailing address last known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following are added to Paragraph **D.** Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. Cancellation In Effect More Than 60 Days

If this **certificate of insurance** has been in effect more than 60 (sixty) days or is a renewal **certificate of insurance**, **we** may cancel only for one or more of the following reasons:

- a. Nonpayment of premium;

- b. Fraud or material misrepresentation made by the **certificate holder** or with the knowledge of the **certificate holder** in obtaining the **certificate of insurance**, continuing the **certificate of insurance**, or in presenting a claim under the **certificate of insurance**;
- c. The occurrence of a material change in the risk which substantially increases any hazard insured against after issuance of the **certificate of insurance**;
- d. Violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any **property** or its occupancy which substantially increases any hazard insured against under the **certificate of insurance**; or
- e. A material violation of a material provision of the Master Policy.

2. When We Do Not Renew

- a. If **we** decide not to renew this **certificate of insurance**, **we** will mail to the **certificate holder** shown in the **certificate of insurance** written notice of nonrenewal at least 60 (sixty) days before:
 - (1) Its expiration date; or
 - (2) Its anniversary date, if it is a **certificate of insurance** written for a term of more than one year and with no fixed expiration date.

However, **we** are not required to send this notice if nonrenewal is due to the **certificate holder's** failure to pay any premium required for renewal.

- b. **We** will mail our notice to the **certificate holder's** mailing address last known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.

**EVANSTON INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following are added to Paragraph **C.** Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or More

If this Master Policy has been in effect for 60 (sixty) days or more or if this policy is a renewal policy, **we** may cancel this Master Policy by giving the Master Policyholder written notice of cancellation 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 the Master Policyholder in obtaining the policy or in perfecting any claim thereunder;
- d.** Discovery of any willful or reckless act or omission by the Master Policyholder increasing the hazard insured against; or
- e.** A determination by the Commissioner that continuation of the Master Policy would violate or place **us** in violation of the law.
- f.** Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.

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

If **we** cancel for nonpayment of premium, the Master Policyholder 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.

If **we** cancel this Master Policy for one of the reasons specified above, 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.

We will give notice to the Master Policyholder at the last mailing address known to **us**, and notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The Policy term will end on that date.

2. Return of Premium

If this Master Policy is canceled, **we** will send the Master Policyholder any premium refund due. Return of any unearned premium will be calculated on the customary short rate basis if the Master Policyholder cancels and on a

pro-rata basis if **we** cancel this Master Policy. Return of any unearned premium will be made by **us** as soon as practicable.

3. Nonrenewal And Conditional Renewal

- a. If **we** decide not to renew this Master Policy, or to conditionally renew this Master Policy under terms or conditions less favorable to the insured than currently provided under this Master Policy, **we** will mail or deliver to the Master Policyholder a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 (sixty) days before the expiration date of this Master Policy. The notice will be sent to the Master Policyholder's address last known to us.
- b. If **we** conditionally renew this Master Policy under terms or conditions less favorable to the Master Policyholder than currently provided under this Master Policy, the conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
 - (1) Reduction in coverage limits;
 - (2) Coverage provisions added or revised that reduce coverage; or
 - (3) Increases in deductibles.
- c. Notice of nonrenewal or conditional renewal 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.If notice is mailed, proof of mailing is sufficient proof of notice.

However, **we** are not required to send notice of nonrenewal if nonrenewal is due to the Master Policyholder's failure to pay any advance premium required for renewal.

B. The following are added to Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or More

If this **certificate of insurance** has been in effect for 60 (sixty) days or more or if this **certificate of insurance** is a renewal, **we** may cancel this **certificate of insurance** by giving the **certificate holder** written notice of cancellation 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 the **certificate holder** in obtaining the **certificate of insurance** or in perfecting any claim thereunder;
- d. Discovery of any willful or reckless act or omission by the **certificate holder** increasing the hazard insured against; or
- e. A determination by the Commissioner that continuation of the **certificate of insurance** would violate or place us in violation of the law.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.

We may not cancel policies in effect for 60 days or more or renewal **certificates of insurance** for any reason other than the reasons described above.

If **we** cancel for nonpayment of premium, the **certificate holder** 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.

If **we** cancel this **certificate of insurance** for one of the reasons specified above, 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.

We will give notice to the **certificate holder** at the last mailing address known to **us**, and notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The **policy period** will end on that date.

2. Return of Premium

If this **certificate of insurance** is canceled, **we** will send the **certificate holder** any premium refund due. Return of any unearned premium will be calculated on the customary short rate basis if the **certificate holder** cancels and on a pro-rata basis if **we** cancel this **certificate of insurance**. Return of any unearned premium will be made by **us** as soon as practicable.

3. Nonrenewal And Conditional Renewal

- a. If **we** decide not to renew this **certificate of insurance**, or to conditionally renew this **certificate of insurance** under terms or conditions less favorable to the insured than currently provided under this **certificate of insurance**, **we** will mail or deliver to the **certificate holder** a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 (sixty) days before the expiration date of this **certificate of insurance**. The notice will be sent to the **certificate holder's** address last known to us.
- b. If **we** conditionally renew this **certificate of insurance** under terms or conditions less favorable to the **certificate holder** than currently provided under this **certificate of insurance**, the conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
 - (1) Reduction in coverage limits;
 - (2) Coverage provisions added or revised that reduce coverage; or
 - (3) Increases in deductibles.
- c. Notice of nonrenewal or conditional renewal 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.

If notice is mailed, proof of mailing is sufficient proof of notice.

However, **we** are not required to send notice of nonrenewal if nonrenewal is due to the **certificate holder's** failure to pay any advance premium required for renewal.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is replaced by the following:

C. CANCELLATION OF MASTER POLICY

1. Cancellation By Master Policyholder

This Master Policy may be canceled at any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. Cancellation By Us

a. Master Policy In Effect For 90 Days Or Less

If this Master Policy has been in effect for 90 (ninety) days or less, **we** may cancel this Master Policy by mailing or delivering to the Master Policyholder written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
- (2) 90 (ninety) days before the effective date of cancellation if **we** cancel for any other reason, except **we** may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by **us**.

b. Master Policy In Effect For More Than 90 Days

If this Master Policy has been in effect for more than 90 (ninety) days, **we** may cancel this Master Policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The Master Policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by **us** within 90 (ninety) days of the effective date of coverage;
- (4) A substantial change in the risk covered by the Master Policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If **we** cancel this Master Policy for any of these reasons, **we** will mail or deliver to the Master Policyholder written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
- (b) 45 (forty-five) days before the effective date of cancellation if **we** cancel for any of the other reasons stated in this Paragraph b.

3. **We** will mail or deliver **our** notice to the Master Policyholder at the last mailing address known to **us**.
 4. If this Master Policy is canceled, **we** will send the Master Policyholder any premium refund due. If **we** cancel, the refund will be pro rata. If the Master Policyholder cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Master Policy is returned to **us**, **we** will mail the refund within 15 (fifteen) working days after the date cancellation takes effect.
 5. Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 (twelve) months.
 6. The cancellation will be effective even if **we** have not made or offered a refund.
 7. **Nonrenewal**
 - a. If **we** decide not to renew this Master Policy, **we** will mail or deliver to the Master Policyholder written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 (forty-five) days prior to the expiration of this Master Policy.
 - b. Any notice of nonrenewal will be mailed or delivered to the Master Policyholder at the last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B. Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS is replaced by the following:

D. CANCELLATION OF CERTIFICATES

1. Cancellation By Certificate Holder

The **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of the Effective Date shown on the **certificate of insurance**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21 (twenty-one) day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.

Certificates of insurance may be canceled at any time at a **certificate holder's** request by surrendering the **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. Cancellation By Us

a. Certificate In Effect For 90 Days Or Less

If this **certificate of insurance** has been in effect for 90 (ninety) days or less, **we** may cancel this **certificate of insurance** by mailing or delivering to the **certificate holder** written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
- (2) 90 (ninety) days before the effective date of cancellation if **we** cancel for any other reason, except **we** may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by **us**.

b. Certificate In Effect For More Than 90 Days

If this **certificate of insurance** has been in effect for more than 90 (ninety) days, **we** may cancel this **certificate of insurance** only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The **certificate of insurance** was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by **us** within 90 (ninety) days of the effective date of coverage;
- (4) A substantial change in the risk covered by the **certificate of insurance**; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If **we** cancel this **certificate of insurance** for any of these reasons, **we** will mail or deliver to the **certificate holder** written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - (b) 90 (ninety) days before the effective date of cancellation if **we** cancel for any of the other reasons stated in this Paragraph **b**.
3. **We** will mail or deliver **our** notice to the **certificate holder** at the last mailing address known to **us**.
 4. If this **certificate of insurance** is canceled, **we** will send the **certificate holder** any premium refund due. If **we** cancel, the refund will be pro rata. If the **certificate holder** cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this **certificate of insurance** is returned to **us**, **we** will mail the refund within 15 working days after the date cancellation takes effect.
 5. The cancellation will be effective even if **we** have not made or offered a refund.
 6. **Nonrenewal**
 - a. If **we** decide not to renew this **certificate of insurance**, **we** will mail or deliver to the **certificate holder** written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 (forty-five) days prior to the expiration of this **certificate of insurance**.
 - b. Any notice of nonrenewal will be mailed or delivered to the **certificate holder** at the last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.

Sample Policy



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following are added to Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or Less

If this Master Policy has been in effect for 60 (sixty) days or less, and is not a renewal with **us**, **we** may cancel this policy for any reason.

2. Cancellation In Effect For 60 Days Or More

If this Master Policy has been in effect more than 60 (sixty) days or is a renewal policy, **we** may cancel for one or more of the following reasons:

- a. Nonpayment of premium; whether payable to **us** or to **our** agent;
2. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this Master Policy in obtaining this Master Policy, continuing this Master Policy or presenting a claim under this Master Policy;
3. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
4. Upon the violation of any of the material terms or conditions of this Master Policy by any person insured under this policy.

3. Nonrenewal

If **we** decide to:

1. Nonrenew this Master Policy; or
2. Increase current Master Policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

then **we** will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the Master Policyholder, at the last mailing address known to us, and **we** will mail or deliver notice at least 45 (forty-five) days before the expiration date of this Master Policy if we decide to nonrenew, increase the premium, or limit or restrict coverage.

B. The following are added to Paragraph D. Cancellation Of Certificate under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or Less

If this **certificate of insurance** has been in effect for 60 (sixty) days or less, and is not a renewal with **us**, **we** may cancel this **certificate of insurance** for any reason.

2. Cancellation In Effect For 60 Days Or More

If this **certificate of insurance** has been in effect more than 60 (sixty) days or is a renewal **certificate of insurance**, **we** may cancel for one or more of the following reasons:

- a. Nonpayment of premium; whether payable to **us** or to our agent;
- b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this **certificate of insurance** in obtaining this **certificate of insurance**, continuing this **certificate of insurance** or presenting a claim under this **certificate of insurance**;
- c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
- d. Upon the violation of any of the material terms or conditions of this **certificate of insurance** by any person insured under this **certificate of insurance**.

3. Nonrenewal

If **we** decide to:

- a. Nonrenew this **certificate of insurance**; or
- b. Increase current **certificate of insurance** premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
- c. Change any policy provision which would limit or restrict coverage;

then **we** will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the **certificate holder**, at the last mailing address known to us, and **we** will mail or deliver notice at least 45 (forty-five) days before the expiration date of this **certificate of insurance** if we decide to nonrenew, increase the premium, or limit or restrict coverage.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following is added to Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation Of Master Policies In Effect 90 Days Or Less

If this Master Policy has been in effect for 90 (ninety) days or less, **we** may cancel this Master Policy by mailing to the Master Policyholder written notice of cancellation at least:

- a. 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium;
- b. 20 (twenty) days before the effective date of cancellation if Master Policyholder has perpetrated a fraud or material misrepresentation on **us**; or
- c. 30 (thirty) days before the effective date of cancellation if **we** cancel for any other reason.

2. Cancellation Of Master Policies In Effect More Than 90 Days

If this Master Policy has been in effect for more than 90 (ninety) days, or is a renewal of a policy **we** issued, **we** may cancel this Master Policy, only for one or more of the reasons listed below, by mailing to the Master Policyholder written notice of cancellation at least:

- a. 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium;
- b. 20 (twenty) days before the effective date of cancellation if the Master Policyholder has perpetrated a fraud or material misrepresentation on **us**; or
- c. 45 (forty-five) days before the effective date of cancellation if:
 - (1) There has been a substantial change in the scale of risk covered by this Master Policy;
 - (2) Reinsurance of the risk associated with this Master Policy has been canceled; or
 - (3) The Master Policyholder has failed to comply with reasonable safety recommendations.

3. Nonrenewal

- a. If **we** elect not to renew this Master Policy, **we** will mail to the Master Policyholder written notice of nonrenewal at least 45 (forty-five) days before:
 - (1) The expiration date of this Master Policy, if the Master Policy is written for a term of one year or less; or
 - (2) The anniversary date of this Master Policy, if the Master Policy is written for a term of more than one year.
- b. **We** will mail **our** notice to the Master Policyholder's last mailing address known to **us**. Proof of mailing will be sufficient proof of notice.

B. The following is added to Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. Cancellation Of Certificates Of Insurance In Effect 90 Days Or Less

If this **certificate of insurance** has been in effect for 90 (ninety) days or less, **we** may cancel this **certificate of insurance** by mailing to the **certificate holder** written notice of cancellation at least:

- a. 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium;
- b. 20 (twenty) days before the effective date of cancellation if the **certificate holder** has perpetrated a fraud or material misrepresentation on **us**; or
- c. 30 days before the effective date of cancellation if **we** cancel for any other reason.

2. Cancellation Of Certificates Of Insurance In Effect More Than 90 Days

If this **certificate of insurance** has been in effect for more than 90 (ninety) days, or is a renewal of a **certificate of insurance** **we** issued, **we** may cancel this **certificate of insurance**, only for one or more of the reasons listed below, by mailing to the **certificate holder** written notice of cancellation at least:

- a. 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium;
- b. 20 (twenty) days before the effective date of cancellation if the **certificate holder** has perpetrated a fraud or material misrepresentation on **us**; or
- c. 45 (forty-five) days before the effective date of cancellation if:
 - (1) There has been a substantial change in the scale of risk covered by the **certificate of insurance**;
 - (2) Reinsurance of the risk associated with the **certificate of insurance** has been canceled; or
 - (3) The **certificate holder** has failed to comply with reasonable safety recommendations.

3. Nonrenewal

- a. If **we** elect not to renew this **certificate of insurance**, **we** will mail to the **certificate holder** written notice of nonrenewal at least 45 (forty-five) days before:
 - (1) The expiration date of the **certificate of insurance**, if the **certificate of insurance** is written for a term of one year or less; or
 - (2) The anniversary date of the **certificate of insurance**, if the **certificate of insurance** is written for a term of more than one year.
- b. **We** will mail **our** notice to the **certificate holder's** last mailing address known to **us**. Proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is replaced by the following:

C. CANCELLATION OF MASTER POLICY

1. Cancellation By Master Policyholder

This Master Policy may be canceled at any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. Cancellation By Us

a. **We** may cancel this Master Policy, by mailing or delivering to the Master Policyholder and any loss payee written notice of cancellation at least:

- (1) 30 (thirty) days before the effective date of cancellation if **we** cancel due to loss of reinsurance coverage.
- (2) 10 (ten) days before the effective date of cancellation if **we** cancel for any other reasons.

b. Master Policy In Effect For 60 Days Or Less

If this Master Policy is a new policy and has been in effect for less than 60 (sixty) days, **we** may cancel for:

- (1) Loss of reinsurance, subject to Paragraph d. below; or
- (2) Any other reason.

c. Master Policy In Effect For More Than 60 Days

If this Master Policy has been in effect for 60 (sixty) days or more, or is a renewal of a policy **we** issued, **we** cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Misrepresentation or fraud made by or with the knowledge of the Master Policyholder in obtaining the Master Policy, when renewing the Master Policy, or in presenting a claim under the Master Policy.
- (3) Acts or omissions by the Master Policyholder that substantially change or increase the risk insured;
- (4) Determination by the Commissioner that the continuation of the Master Policy would jeopardize **our** solvency or would place **us** in violation of the insurance laws in this or any other state;
- (5) The Master Policyholder has acted in a manner which it knew or should have known was in violation or breach of a policy term or condition; or
- (6) Loss of reinsurance, subject to Paragraph d. below.

d. **We** may cancel due to loss of reinsurance which provides coverage to **us** for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. **We** will mail or deliver **our** notice to the Master Policyholder at the last mailing address known to **us**.
4. Notice of Cancellation will state:
 - a. The reason for cancellation; and
 - b. The effective date of cancellation. The Policy term will end on that date.
5. If this Master Policy is canceled, **we** will send the Master Policyholder any premium refund due. If **we** cancel, the refund will be pro rata. If the Master Policyholder cancels, the refund may be less than pro rata. The cancellation will be effective even if **we** have not made or offered a refund.
6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.
7. Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 months.

8. **Nonrenewal**

If **we** decide not to renew this Master Policy, **we** will mail or deliver written notice of nonrenewal, accompanied by the reason for nonrenewal to the Master Policyholder and any loss payee at least 45 (forty-five) days prior to the expiration of this Master Policy, except if:

- a. If **we** decide not to renew this Master Policy, **we** will mail or deliver written notice of nonrenewal to the Master Policyholder and any loss payee at least 45 (forty-five) days before the expiration date of this Master Policy, except if:
 - (1) **We** have offered to issue a renewal policy; or
 - (2) The Master Policyholder has failed to pay a premium due or any advance premium required by **us** for renewal.
- b. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

B. Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS is replaced by the following:

D. **CANCELLATION OF CERTIFICATES**

1. **Cancellation By Certificate Holder**

The **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of the Effective Date shown on the **certificate of insurance**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21 (twenty-one) day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.

Certificates of insurance may be canceled at any time at a **certificate holder's** request by surrendering the **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. **Cancellation By Us**

a. **We** may cancel this **certificate of insurance**, by mailing or delivering to the **certificate holder** and any loss payee written notice of cancellation at least:

- (1) 30 (thirty) days before the effective date of cancellation if **we** cancel due to loss of reinsurance coverage.
- (2) 10 (ten) days before the effective date of cancellation if **we** cancel for any other reasons.

b. **Certificate In Effect For 60 Days Or Less**

If this **certificate of insurance** is new and has been in effect for less than 60 (sixty) days, **we** may cancel for:

- (1) Loss of reinsurance, subject to Paragraph d. below; or
- (2) Any other reason.

c. Certificate In Effect For More Than 60 Days

If this **certificate of insurance** has been in effect for 60 (sixty) days or more, or is a renewal of a **certificate of insurance** we issued, we cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Misrepresentation or fraud made by or with the knowledge of the **certificate holder** in obtaining the policy, when renewing the **certificate of insurance**, or in presenting a claim under the **certificate of insurance**.
- (3) Acts or omissions by the **certificate holder** that substantially change or increase the risk insured;
- (4) Determination by the Commissioner that the continuation of the **certificate of insurance** would jeopardize **our** solvency or would place **us** in violation of the insurance laws in this or any other state;
- (5) The **certificate holder** has acted in a manner which it knew or should have known was in violation or breach of a policy term or condition; or
- (6) Loss of reinsurance, subject to Paragraph **d.** below.

d. We may cancel due to loss of reinsurance which provides coverage to **us** for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. We will mail or deliver **our** notice to the **certificate holder** at the last mailing address known to **us**.
4. Notice of Cancellation will state:
 - a. The reason for cancellation; and
 - b. The effective date of cancellation.
5. If this **certificate of insurance** is canceled, we will send the **certificate holder** any premium refund due. If we cancel, the refund will be pro rata. If the **certificate holder** cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.
7. **Nonrenewal**

If we decide not to renew this **certificate of insurance**, we will mail or deliver written notice of nonrenewal, accompanied by the reason for nonrenewal to the **certificate holder** and any loss payee at least 45 (forty-five) days prior to the expiration of this **certificate of insurance**, except if:

- a. If we decide not to renew this **certificate of insurance**, we will mail or deliver written notice of nonrenewal to the **certificate of insurance** and any loss payee at least 45 (forty-five) days before the expiration date of this **certificate of insurance**, except if:
 - (1) We have offered to issue a renewal **certificate of insurance**; or
 - (2) The **certificate holder** has failed to pay a premium due or any advance premium required by **us** for renewal.
- b. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

All other terms and conditions remain unchanged.

**EVANSTON INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph **C.** Cancellation Of Master Policy under Section GENERAL PROVISIONS is amended as follows:

1. The following is added unless Paragraph **A.2.** of this endorsement applies:

Notice Of Cancellation**a. Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals**

If this Master Policy has been in effect for fewer than 60 (sixty) days and is not a renewal of a policy **we** issued, **we** may cancel this Master Policy for any reason, subject to the following:

(1) Cancellation for nonpayment of premium:

We may cancel this Master Policy by mailing or delivering to the Master Policyholder written notice of cancellation at least 10 (ten) days before the effective date of cancellation.

(2) Cancellation for any other reason:

We may cancel this Master Policy by mailing or delivering to Master Policyholder written notice of cancellation at least 60 (sixty) days before the effective date of cancellation.

b. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More

If this Master Policy has been in effect for 60 (sixty) days or more, or is a renewal of a policy **we** issued, **we** may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by the Master Policyholder or with the Master Policyholder's knowledge with the intent to deceive in obtaining the Master Policy, continuing the Master Policy, or in presenting a claim under the Master Policy;

(3) Activities or omissions by the Master Policyholder that change or increase any hazard insured against;

(4) Change in the risk that increases the risk of loss after **we** issued or renewed this Master Policy, including an increase in exposure due to regulation, legislation, or court decision;

(5) Determination by the Commissioner of Insurance that the continuation of this Master Policy would jeopardize **our** solvency or would place **us** in violation of the insurance laws of this or any other state;

(6) The Master Policyholder's violation or breach of any policy terms or conditions; or

(7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph **A.1.b.** to the Master Policyholder at least:

(a) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or

(b) 30 (thirty) days before the effective date of cancellation if **we** cancel for a reason described in Paragraphs **A.1.b.(2)** through **(7)** above.

2. The following is added with respect to premium payments due on new and renewal policies, including installment payments:

Notice Of Cancellation

- a. If the Master Policyholder's premium payment check or other negotiable instrument is returned to **us** or **our** agent or a premium finance company because it is uncollectible for any reason, **we** may cancel the Master Policy subject to Paragraphs **2.b.** and **2.c.** below.
- b. **We** may cancel the Master Policy, effective from the date the premium payment was due, by sending the Master Policyholder written notice by certified mail, or by delivering such notice to the Master Policyholder, within 10 (ten) days of the date that **we** receive notice of the returned check or negotiable instrument.
- c. The cancellation notice will also advise the Master Policyholder that the Master Policy will be reinstated, effective from the date the premium payment was due, if the Master Policyholder presents to **us** a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 (ten) days of the date that the cancellation notice was sent.

3. The following is added:

Premium Refund – Master Policy

If this Master Policy is canceled, **we** will return any premium refund due, subject to Paragraphs **3.a.** through **3.e.** The cancellation will be effective even if **we** have not made or offered a refund.

- a. If **we** cancel, the refund will be pro rata.
- b. If the Master Policyholder cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.
- c. **We** will send the refund to the Master Policyholder unless Paragraph **3.d.** or **3.e.** applies.
- d. If **we** cancel based on Paragraph **A.2.** of this endorsement, **we** will return the premium due, if any, within 10 days after the expiration of the 10 (ten) day period referred to in **A.2.c.** If payment was advanced by the insurance agent, **we** will send the return premium directly to such payor.
- e. When return premium payment is sent to the agent of the Master Policyholder, **we** will provide notice to the Master Policyholder, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

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

Nonrenewal

- a. If **we** decide not to renew this Master Policy, **we** will mail or deliver written notice of nonrenewal to the Master Policyholder at least 60 (sixty) days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
- b. **We** need not mail or deliver this notice if:
 - (1) **We** or another company within our insurance group have offered to issue a renewal Master Policy; or
 - (2) The Master Policyholder has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
- c. Any notice of nonrenewal will be mailed or delivered to the Master Policyholder at the last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. Such notice to the Master Policyholder shall include the Master Policyholder's loss run information for the period the Master Policy has been in force within, but not to exceed, the last three years of coverage.

- B.** Paragraph **D.** Cancellation Of Certificates under Section GENERAL PROVISIONS is amended as follows

1. The following is added unless Paragraph **B.2.** of this endorsement applies:

Notice Of Cancellation

a. Cancellation Of Certificates of Insurance In Effect For Fewer Than 60 Days Which Are Not Renewals

If the **certificate of insurance** has been in effect for fewer than 60 (sixty) days and is not a renewal of a **certificate of insurance** we issued, **we** may cancel this **certificate of insurance** for any reason, subject to the following:

(1) Cancellation for nonpayment of **premium**:

We may cancel this **certificate of insurance** by mailing or delivering to the **certificate holder** written notice of cancellation at least 10 (ten) days before the effective date of cancellation.

(2) Cancellation for any other reason:

We may cancel this **certificate of insurance** by mailing or delivering to **certificate holder** written notice of cancellation at least 60 (sixty) days before the effective date of cancellation.

b. Cancellation Of Renewal Certificates of Insurance And New Certificates of Insurance In Effect For 60 Days Or More

If the **certificate of insurance** has been in effect for 60 (sixty) days or more, or is a renewal of a **certificate of insurance** we issued, **we** may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by the **certificate holder** or with the **certificate holder's** knowledge with the intent to deceive in obtaining the **certificate of insurance**, continuing the **certificate of insurance**, or in presenting a claim under the Master Policy;

(3) Activities or omissions by the **certificate holder** that change or increase any hazard insured against;

(4) Change in the risk that increases the risk of loss after **we** issued or renewed this **certificate of insurance**, including an increase in exposure due to regulation, legislation, or court decision;

(5) Determination by the Commissioner of Insurance that the continuation of this **certificate of insurance** would jeopardize **our** solvency or would place **us** in violation of the insurance laws of this or any other state;

(6) The **certificate holder's** violation or breach of any policy terms or conditions; or

(7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph **D.2.b.** to the **certificate holder** at least:

(a) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or

(b) 30 (thirty) days before the effective date of cancellation if **we** cancel for a reason described in Paragraphs **B.1.b.(2)** through **(7)** above.

2. The following is added with respect to premium payments due on new and renewal policies, including installment payments:

Notice Of Cancellation

a. If the **certificate holder's** premium payment check or other negotiable instrument is returned to **us** or **our** agent or a premium finance company because it is uncollectible for any reason, **we** may cancel the **certificate of insurance** subject to Paragraphs **2.b.** and **2.c.** below.

b. **We** may cancel the **certificate of insurance**, effective from the date the premium payment was due, by sending the **certificate holder** written notice by certified mail, or by delivering such notice to the **certificate holder**, within 10 (ten) days of the date that **we** receive notice of the returned check or negotiable instrument.

c. The cancellation notice will also advise the **certificate holder** that the **certificate of insurance** will be reinstated, effective from the date the premium payment was due, if the **certificate holder** presents to **us** a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 (ten) days of the date that the cancellation notice was sent.

3. The following is added:

Premium Refund – Certificate Of Insurance

If this **certificate of insurance** is canceled, **we** will return any premium refund due, subject to Paragraphs **3.a.** through **3.e.** The cancellation will be effective even if **we** have not made or offered a refund.

- a. If **we** cancel, the refund will be pro rata.
- b. If the **certificate holder** cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 (thirty) days after the effective date of cancellation.
- c. **We** will send the refund to the **certificate holder** unless Paragraph **3.d.** or **3.e.** applies.
- d. If **we** cancel based on Paragraph **B.2.** of this endorsement, **we** will return the premium due, if any, within 10 days after the expiration of the 10 (ten) day period referred to in **B.2.c.** If payment was advanced by the insurance agent, **we** will send the return premium directly to such payor.
- e. When return premium payment is sent to the agent of the **certificate holder**, **we** will provide notice to the **certificate holder**, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

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

Nonrenewal

- a. If **we** decide not to renew this **certificate of insurance**, **we** will mail or deliver written notice of nonrenewal to the **certificate holder**, at least 60 (sixty) days before its expiration date, or its anniversary date if it is a **certificate of insurance** written for a term of more than one year or with no fixed expiration date.
- b. **We** need not mail or deliver this notice if:
 - (1) **We** or another company within our insurance group have offered to issue a renewal **certificate of insurance**; or
 - (2) The **certificate holder** has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
- c. Any notice of nonrenewal will be mailed or delivered to the **certificate holder**, at the last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. Such notice to the **certificate holder** shall include the **certificate holder's** loss run information for the period the **certificate of insurance** has been in force within, but not to exceed, the last three years of coverage.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following are added to Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or More

If this Master Policy has been in effect for 60 (sixty) days or more or if this Master Policy is a renewal policy, **we** may cancel this Master Policy for the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by the Master Policyholder or with the Master Policyholder's consent in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the Policy term. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation, or court decision;
- d. Failure to comply with reasonable loss control recommendations;
- e. Substantial breach of contractual duties, conditions, or warranties; or
- f. Determination by the superintendent of insurance that the continuation of a class or block of business to which the Master Policy belongs will jeopardize **our** solvency or will place **us** in violation of the insurance laws of Maine or any other state.

2. Nonrenewal

If **we** decide not to renew this Master Policy, **we** will mail or deliver notice of nonrenewal to the Master Policyholder. Nonrenewal will not be effective prior to 30 (thirty) days after the receipt by the Master Policyholder of the notice of nonrenewal. A post office certificate of mailing to the Master Policyholder at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

B. The following are added to Paragraph C. Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or More

If this **certificate of insurance** has been in effect for 60 (sixty) days or more or if this **certificate of insurance** is a renewal **certificate of insurance**, **we** may cancel this **certificate of insurance** for the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by the **certificate holder** or with the **certificate holder's** consent in obtaining the **certificate of insurance**, continuing the **certificate of insurance**, or in presenting a claim under the **certificate of insurance**;

- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the **policy period**. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation, or court decision;
- d. Failure to comply with reasonable loss control recommendations;
- e. Substantial breach of contractual duties, conditions, or warranties; or
- f. Determination by the superintendent of insurance that the continuation of a class or block of business to which the Master Policy belongs will jeopardize **our** solvency or will place **us** in violation of the insurance laws of Maine or any other state.

2. Nonrenewal

If **we** decide not to renew this **certificate of insurance**, **we** will mail or deliver notice of nonrenewal to the **certificate holder**. Nonrenewal will not be effective prior to 30 (thirty) days after the receipt by the **certificate holder** of the notice of nonrenewal. A post office certificate of mailing to the **certificate holder** at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing conditions remain unchanged.

All other terms and conditions remain unchanged.

Sample Policy



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSISSIPPI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following is added to Paragraph **C.** Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. If:
 - a. The Master Policyholder cancels this Master Policy, **we** will notify any named creditor loss payee.
 - b. **We** cancel this Master Policy, **we** will mail or deliver **our** written notice of cancellation to any named creditor loss payee in the same manner and at the same time as notification is given to the Master Policyholder, as stated in this Provision.

The provisions of Paragraphs **a.** and **b.** above do not apply to any mortgageholder.

2. Nonrenewal

- a. If the Master Policyholder does not renew this Master Policy, **we** will notify any named creditor loss payee.
- b. If **we** decide not to renew this Master Policy, **we** will mail or deliver written notice of nonrenewal to the Master Policyholder and any named creditor loss payee, at least:
 - (1) 10 (ten) days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium;
or
 - (2) 30 (thirty) days before an anniversary date or the expiration date of the Master Policy, if the nonrenewal is for any other reason.

We will notify the Master Policyholder and any named creditor loss payee by mailing or delivering the notice of nonrenewal to the last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

The provisions of Paragraphs **a.** and **b.** above do not apply to any mortgageholder.

3. The requirements for notification of cancellation or nonrenewal of this Master Policy, as stated in Paragraph **A.** above, supersede any other notification requirements to any named creditor loss payee and any mortgageholder, stated in this Master Policy, including any endorsement attached to this Master Policy.
4. Any named creditor loss payee and any mortgageholder may elect not to receive notification of cancellation or nonrenewal of this Master Policy by providing **us** with a written release.

B. The following is added to Paragraph **D.** Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. If:
 - a. The **certificate holder** cancels this **certificate of insurance**, **we** will notify any named creditor loss payee.
 - b. **We** cancel this **certificate of insurance**, **we** will mail or deliver **our** written notice of cancellation to any named creditor loss payee in the same manner and at the same time as notification is given to the **certificate holder**, as stated in this Provision.

The provisions of Paragraphs **a.** and **b.** above do not apply to any mortgageholder.

2. Nonrenewal

- a. If the **certificate holder** does not renew this **certificate of insurance**, we will notify any named creditor loss payee.
- b. If we decide not to renew this **certificate of insurance**, we will mail or deliver written notice of nonrenewal to the **certificate holder** and any named creditor loss payee, at least:
 - (1) 10 (ten) days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium;
or
 - (2) 30 (thirty) days before an anniversary date or the expiration date of the **certificate of insurance**, if the nonrenewal is for any other reason.

We will notify the **certificate holder** and any named creditor loss payee by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

The provisions of Paragraphs **a.** and **b.** above do not apply to any mortgageholder.

3. The requirements for notification of cancellation or nonrenewal of this **certificate of insurance**, as stated in Paragraph **D.** above, supersede any other notification requirements to any named creditor loss payee and any mortgageholder, stated in this **certificate of insurance**, including any endorsement attached to the **certificate of insurance**.
4. Any named creditor loss payee and any mortgageholder may elect not to receive notification of cancellation or nonrenewal of the **certificate of insurance** by providing us with a written release.

All other terms and conditions remain unchanged.

Sample Policy



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is replaced by the following:

C. CANCELLATION OF MASTER POLICY

1. Cancellation By Master Policyholder

This Master Policy may be cancelled at any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. Cancellation By Us

a. Midterm Cancellation

We may cancel this Master Policy based on the provisions below, by mailing or delivering written notice to the Master Policyholder at least 90 (ninety) days before the effective date of cancellation:

- (1) If this Master Policy has been in effect for less than 60 (sixty) days, except as provided in Paragraph (3) below, **we** may cancel for any reason.
- (2) If this Master Policy has been in effect for 60 (sixty) days or more, **we** may cancel this Master Policy prior to the expiration of the Policy term or prior to one year from the effective date of the Master Policy or renewal, whichever is less, only for one or more of the following reasons:
 - (a) Failure to pay a premium when due;
 - (b) Material misrepresentation;
 - (c) Substantial change in the risk assumed, except to the extent that **we** should reasonably have foreseen the change or contemplated the risk in writing the contract;
 - (d) Substantial breaches of contractual duties, conditions, or warranties;
 - (e) Determination by the Commissioner of Insurance that continuation of the Master Policy would place **us** in violation of the Montana Insurance Code;
 - (f) Financial impairment of **us**; or
 - (g) Such other reasons that are approved by the Commissioner of Insurance.
- (3) If this Master Policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, **we** may cancel this policy only for one or more of the reasons stated in Paragraph (2) above.

b. Anniversary Cancellation

We may cancel any policy with a Policy term of more than one year by mailing or delivering to the Master Policyholder written notice of cancellation at least 45 (forty five) days before the expiration date of the Master Policy. Such cancellation will be effective on the Expiration Date shown in the Declarations.

c. Return Of Premium

Return of any unearned premium will be calculated on the customary short rate basis if the Master Policyholder cancels and on a pro-rata basis if **we** cancel this Master Policy. Return of any unearned premium will be made by **us** as soon as practicable.

3. Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 (twelve) months.

4. Nonrenewal

- a. If **we** elect not to renew this Master Policy, **we** will mail or deliver to the Master Policyholder and agent, if any, a notice of intention not to renew at least 45 (forty five) days before the agreed expiration date.
- b. **We** need not mail or deliver this notice if:
 - (1) The Master Policyholder has purchased insurance elsewhere;
 - (2) The Master Policyholder has accepted replacement coverage;
 - (3) The Master Policyholder has requested or agreed to nonrenewal; or
 - (4) This Master Policy is expressly designated as nonrenewable.

- B. Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS is replaced by the following:

D. CANCELLATION OF CERTIFICATES

1. Cancellation By Certificate Holder

The **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of **commencement date**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21-day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.

Certificates of insurance may also be canceled at any time at the **certificate holder's** request by surrendering the **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. Cancellation By Us

a. Midterm Cancellation

We may cancel this certificate based on the provisions below, by mailing or delivering written notice to the **certificate holder** at least 90 (ninety) days before the effective date of cancellation:

- (1) If this **certificate of insurance** has been in effect for less than 60 (sixty) days, except as provided in Paragraph (3) below, **we** may cancel for any reason.
- (2) If this **certificate of insurance** has been in effect for 60 (sixty) days or more, **we** may cancel this certificate prior to the expiration of the agreed term or prior to one year from the effective date of the **certificate of insurance** or renewal, whichever is less, only for one or more of the following reasons:
 - (a) Failure to pay a premium when due;
 - (b) Material misrepresentation;
 - (c) Substantial change in the risk assumed, except to the extent that **we** should reasonably have foreseen the change or contemplated the risk in writing the contract;
 - (d) Substantial breaches of contractual duties, conditions, or warranties;
 - (e) Determination by the Commissioner of Insurance that continuation of the **certificate of insurance** would place us in violation of the Montana Insurance Code;
 - (f) Financial impairment of **us**; or
 - (g) Such other reasons that are approved by the Commissioner of Insurance.

(3) If this **certificate of insurance** has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, **we** may cancel this **certificate of insurance** only for one or more of the reasons stated in Paragraph (2) above.

b. Anniversary Cancellation

We may cancel any **certificate of insurance** with a term of more than one year by mailing or delivering to the **certificate holder** written notice of cancellation at least 45 (forty five) days before the agreed expiration date. Such cancellation will be effective on the Expiration Date shown on the Certificate Of Insurance.

c. Return Of Premium

Return of any unearned premium will be calculated on the customary short rate basis if the **certificate holder** cancels and on a pro-rata basis if **we** cancel this **certificate of insurance**. Return of any unearned premium will be made by **us** as soon as practicable.

3. Nonrenewal

- a. If **we** elect not to renew this **certificate of insurance**, **we** will mail or deliver to the **certificate holder** and agent, if any, a notice of intention not to renew at least 45 (forty-five) days before the agreed expiration date.
- b. **We** need not mail or deliver this notice if:
- (1) The **certificate holder** has purchased insurance elsewhere;
 - (2) The **certificate holder** has accepted replacement coverage;
 - (3) The **certificate holder** has requested or agreed to nonrenewal; or
 - (4) This **certificate of insurance** is expressly designated as nonrenewable.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is amended to include the following:

1. Cancellation In Effect For 60 Days Or Less

If this Master Policy has been in effect for 60 (sixty) days or less, **we** may cancel this Master Policy for any reason.

2. Cancellation In Effect For 60 Days Or More

If this Master Policy has been in effect for 60 (sixty) days or more or if this Master Policy is a renewal policy, **we** may cancel this Master Policy for the following reasons:

- a. Nonpayment of premium;
- b. The Master Policy was obtained through material misrepresentation;
- c. Any insured has submitted a fraudulent claim;
- d. Any insured has violated the terms and conditions of this Master Policy;
- e. The risk originally accepted has substantially increased;
- f. Certification to the Director of Insurance of **our** loss of reinsurance which provided coverage to **us** for all or a substantial part of the underlying risk insured; or
- g. The determination by the Director of Insurance that the continuation of the Master Policy could place **us** in violation of the Nebraska Insurance Laws.

We will mail to the Master Policyholder a written notice of cancellation, stating the reasons for cancellation. **We** will mail our notice by registered mail, certified mail, first-class mail, or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the Master Policyholder's last mailing address known to **us**. If **we** mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

3. Nonrenewal

If **we** decide not to renew this Master Policy, **we** will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the Master Policyholder, at least 60 (sixty) days prior to the expiration date of this Master Policy.

Any notice of nonrenewal will be mailed by registered mail, certified mail, first-class mail, or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the Master Policyholder's last mailing address known to **us**. If **we** mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

B. Paragraph D. Cancellation Of Certificate under Section GENERAL PROVISIONS is amended to include the following:

1. Cancellation In Effect For 60 Days Or Less

If this **certificate of insurance** has been in effect for 60 (sixty) days or less, **we** may cancel this **certificate of insurance** for any reason.

2. Cancellation In Effect For 60 Days Or More

If this **certificate of insurance** has been in effect for 60 (sixty) days or more or if this **certificate of insurance** is a renewal **certificate of insurance**, **we** may cancel this **certificate of insurance** for the following reasons:

- a. Nonpayment of premium;
- b. The **certificate of insurance** was obtained through material misrepresentation;
- c. Any insured has submitted a fraudulent claim;
- d. Any insured has violated the terms and conditions of this Master Policy;
- e. The risk originally accepted has substantially increased;
- f. Certification to the Director of Insurance of **our** loss of reinsurance which provided coverage to **us** for all or a substantial part of the underlying risk insured; or
- g. The determination by the Director of Insurance that the continuation of the **certificate of insurance** could place **us** in violation of the Nebraska Insurance Laws.

We will mail to the **certificate holder** a written notice of cancellation, stating the reasons for cancellation. **We** will mail **our** notice by registered mail, certified mail, first-class mail, or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the **certificate holder's** last mailing address known to **us**. If **we** mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

NONRENEWAL CERTIFICATES

If **we** decide not to renew this policy, **we** will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the **certificate holder**, at least 60 (sixty) days prior to the expiration date of this Master Policy.

Any notice of nonrenewal will be mailed by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the **certificate holder's** last mailing address known to **us**. If **we** mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following are added to Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation In Effect More Than 45 Days

If this Master Policy has been in effect more than 45 (forty-five) days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- a. Nonpayment of premium;
- b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- c. Discovery of willful or reckless acts or omissions by the Master Policyholder that increase any hazard insured against;
- d. The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- e. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
- f. A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;
- g. The conviction of the Master Policyholder of a crime having as one of its necessary elements an act increasing any hazard insured against; or
- h. Loss of or substantial changes in applicable reinsurance.

2. Premium Or Coverage Changes

- a. If we elect to renew this Master Policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage to the Master Policyholder at the last mailing address known to us.
- b. Any such notice will be mailed or delivered to the Master Policyholder at least 45 (forty-five) days before:
 - (1) The expiration date of this Master Policy; or
 - (2) An anniversary date of this Master Policy, if it is written for a term longer than one year or with no fixed expiration date.
- c. If notice is mailed:
 - (1) It will be considered to have been given to the Master Policyholder on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If the Master Policyholder accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

e. If notice is not mailed or delivered at least 45 (forty-five) days before the expiration date or anniversary date of this Master Policy, the premium, deductible, limits, and coverage in effect prior to the changes will remain in effect until:

(1) 45 days after notice is given; or

(2) The effective date of replacement coverage obtained by the Master Policyholder;

whichever occurs first.

If the Master Policyholder then elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring Master Policy.

f. **We** will not provide notice of the following:

(1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;

(2) Changes which are based upon the altered nature or extent of the risk insured; or

(3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire.

3. Nonrenewal

a. If **we** elect not to renew this policy, **we** will mail or deliver written notice of nonrenewal to the Master Policyholder written notice of nonrenewal at least 45 (forty-five) days before:

(1) Its expiration date; or

(2) Its anniversary date, if it is written for a term longer than one year or with no fixed expiration date.

b. Any notice of nonrenewal will be mailed or delivered to the Master Policyholder at the last mailing address known to **us**.

c. If notice is mailed:

(1) It will be considered to have been given to the Master Policyholder on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If notice of nonrenewal is not mailed or delivered at least 45 (forty-five) days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.

e. **We** will not provide notice of nonrenewal if:

(1) **We**, or another company within the same insurance group, have offered to issue a renewal policy; or

(2) The Master Policyholder has have obtained replacement coverage or has agreed in writing to obtain replacement coverage.

f. If **we** have provided the required notice of nonrenewal as described in **B.3.a.** above, and thereafter extend the policy for a period of 90 days or less, **we** will not provide an additional nonrenewal notice with respect to the period of extension.

B. The following are added to Paragraph **D.** Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. Cancellation In Effect More Than 45 Days

If this **certificate of insurance** has been in effect more than 45 (forty-five) days or after the effective date of a renewal of this **certificate of insurance**, no notice of cancellation will be issued by **us** unless it is based on at least one of the following reasons:

a. Nonpayment of premium;

b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;

c. Discovery of willful or reckless acts or omissions by the **certificate holder** that increase any hazard insured against;

- d. The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- e. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
- f. A determination by the Insurance Commissioner that the continuation of the **certificate of insurance** would place **us** in violation of the insurance laws of this state;
- g. The conviction of the **certificate holder** of a crime having as one of its necessary elements an act increasing any hazard insured against; or
- h. Loss of or substantial changes in applicable reinsurance.

2. Premium Or Coverage Change

- a. If **we** elect to renew this **certificate of insurance**, **we** will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the **certificate holder**, at the last mailing address known to **us**.
- b. Any such notice will be mailed or delivered to the **certificate holder** at least 45 (forty-five) days before:
 - (1) The expiration date of this **certificate of insurance**; or
 - (2) An anniversary date of this **certificate of insurance**, if it is written for a term longer than one year or with no fixed expiration date.
- c. If notice is mailed:
 - (1) It will be considered to have been given to the **certificate holder** on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If the **certificate holder** accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
- e. If notice is not mailed or delivered at least 45 (forty-five) days before the expiration date or anniversary date of this **certificate of insurance**, the premium, deductible, limits, and coverage in effect prior to the changes will remain in effect until:
 - (1) 45 (forty-five) days after notice is given; or
 - (2) The effective date of replacement coverage obtained by the **certificate holder**;
 whichever occurs first.
 If the **certificate holder** then elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring **certificate of insurance**.
- f. **We** will not provide notice of the following:
 - (1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;
 - (2) Changes which are based upon the altered nature or extent of the risk insured; or
 - (3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

3. Nonrenewal

- a. If **we** elect not to renew this **certificate of insurance**, **we** will mail or deliver written notice of nonrenewal to the **certificate holder** written notice of nonrenewal at least 45 (forty-five) days before:
 - (1) Its expiration date; or
 - (2) Its anniversary date, if it is written for a term longer than one year or with no fixed expiration date.
- b. Any notice of nonrenewal will be mailed or delivered to the **certificate holder** at the last mailing address known to **us**.

- c. If notice is mailed:
 - (1) It will be considered to have been given to the **certificate holder** on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If notice of nonrenewal is not mailed or delivered at least 45 (forty-five) days before the expiration date or an anniversary date of this **certificate of insurance**, coverage will remain in effect until 45 (forty-five) days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring **certificate of insurance**.
- e. **We** will not provide notice of nonrenewal if:
 - (1) **We**, or another company within the same insurance group, have offered to issue a renewal **certificate of insurance** or policy; or
 - (2) The **certificate holder** has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
- f. If **we** have provided the required notice of nonrenewal as described in **B.3.a.** above, and thereafter extend the policy for a period of 90 days or less, **we** will not provide an additional nonrenewal notice with respect to the period of extension.

All other terms and conditions remain unchanged.

Sample Policy



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following is added to Paragraph **C.** Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or More

If this Master Policy has been in effect for 60 (sixty) days or more or if this Master Policy is a renewal policy, **we** may cancel this Master Policy only for one or more of the following reasons:

- a.** The Master Policyholder has made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 (fifteen) days before the effective date of cancellation.
- b.** The Master Policyholder has failed to pay a premium when due, whether the premium is payable directly to **us** or **our** agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 (fifteen) days before the effective date of cancellation.
- c.** A condition, factor, or loss experience material to insurability has changed substantially or a substantial condition, factor, or loss experience material to insurability has become known during the Policy term. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.
- d.** Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.
- e.** Material failure to comply with policy terms, conditions, or contractual duties. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.
- f.** Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.

This Master Policy may also be canceled from inception upon discovery that the policy was obtained through fraudulent statements, omissions, or concealment of facts material to the acceptance of the risk or to the hazard assumed by **us**.

If **we** cancel this Master Policy for one of the reasons specified above, **we** will cancel only in the following manner:

- (1)** **We** will mail or deliver our notice to the Master Policyholder's last mailing address known to **us**. Notice of cancellation will state the specific reasons for cancellation.
- (2)** Notice of cancellation will state the effective date of cancellation. The Policy term will end on that date.
- (3)** If this Master Policy is canceled, **we** will send the Master Policyholder any premium refund due. Return of any unearned premium will be calculated on the customary short rate basis if the Master Policyholder cancels and on a pro-rata basis if **we** cancel this Master Policy. Return of any unearned premium will be made by **us** as soon as practicable.
- (4)** If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

2. Nonrenewal

If **we** decide not to renew this Master Policy, **we** will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the Master Policyholder at least 60 (sixty) days before the expiration date of the Master Policy.

3. Increase Of Renewal Premium

If **we** increase the renewal premium, **we** will mail or deliver to the Master Policyholder written notice of **our** intent to increase the premium at least 30 (thirty) days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the Master Policyholder's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following is added to Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 60 Days Or More

If this **certificate of insurance** has been in effect for 60 (sixty) days or more or if this **certificate of insurance** is a renewal **certificate of insurance**, **we** may cancel this **certificate of insurance** only for one or more of the following reasons:

- a. The **certificate holder** has made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 (fifteen) days before the effective date of cancellation.
- b. The **certificate holder** has failed to pay a premium when due, whether the premium is payable directly to **us** or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 (fifteen) days before the effective date of cancellation.
- c. A condition, factor, or loss experience material to insurability has changed substantially or a substantial condition, factor, or loss experience material to insurability has become known during the **policy period**. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.
- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 (sixty) days before the effective date of cancellation.

This **certificate of insurance** may also be canceled from inception upon discovery that the **certificate of insurance** was obtained through fraudulent statements, omissions, or concealment of facts material to the acceptance of the risk or to the hazard assumed by **us**.

If **we** cancel this **certificate of insurance** for one of the reasons specified above, **we** will cancel only in the following manner:

- (1) **We** will mail or deliver our notice to the **certificate holder's** last mailing address known to **us**. Notice of cancellation will state the specific reasons for cancellation.
- (2) Notice of cancellation will state the effective date of cancellation.
- (3) If this **certificate of insurance** is canceled, **we** will send the **certificate holder** any premium refund due. Return of any unearned premium will be calculated on the customary short rate basis if the **certificate holder** cancels and on a pro-rata basis if **we** cancel this **certificate of insurance**. Return of any unearned premium will be made by **us** as soon as practicable.
- (4) If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

2. Nonrenewal

If **we** decide not to renew this **certificate of insurance**, **we** will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the **certificate holder** at least 60 (sixty) days before the expiration date of the **certificate of insurance**.

3. Increase Of Renewal Premium

If **we** increase the renewal premium, **we** will mail or deliver to the **certificate holder** written notice of **our** intent to increase the premium at least 30 (thirty) days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the **certificate holder's** last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.

Sample Policy



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following are added to Paragraph **C.** Cancellation Of Master Policy under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 120 Days Or More

If this Master Policy has been in effect for 120 (one hundred twenty) days or more or if this Master Policy is a renewal policy, **we** may cancel this Master Policy only for one or more of the following reasons:

- a.** Nonpayment of premium;
- b.** Material misrepresentation of fact which, if known to **us**, would have caused **us** not to issue the Master Policy;
- c.** Substantial change in the risk assumed, except to the extent that:
 - (1)** **We** had notice of the risk within the first 120 days of the Policy term and this is not a renewal or continuation of a policy **we** issued; or
 - (2)** **We** should reasonably have foreseen the change or contemplated the risk in writing the Master Policy;
- d.** Substantial breaches of contractual duties, conditions or warranties; or
- e.** Substantial breach of contractual duties, conditions or warranties; or
- f.** Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the Master Policy would imperil our solvency or place **us** in violation of the insurance laws of South Carolina.
Prior to cancellation for reasons permitted in this Item **f.**, we will notify the Commissioner, in writing, at least 60 (sixty) days prior to such cancellation and the Commissioner will, within 30 (thirty) days of such notification, approve or disapprove such action.

Any notice of cancellation will state the precise reason for cancellation.

2. Nonrenewal

- a.** **We** will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.
- b.** If **we** decide not to renew this Master Policy, **we** will:
 - (1)** Mail or deliver written notice of nonrenewal to the Master Policyholder and agent, if any, before:
 - (a)** The expiration date of this Master Policy, if the policy is written for a term of one year or less; or
 - (b)** An anniversary date of this Master Policy, if the policy is written for a term of more than one year or for an indefinite term; and
 - (2)** Provide at least 60 (sixty) days' notice of nonrenewal.
- c.** Any notice of nonrenewal will be mailed or delivered to the Master Policyholder's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.

d. Any notice of nonrenewal will state the precise reason for nonrenewal.

B. The following are added to Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS:

1. Cancellation In Effect For 120 Days Or More

If this **certificate of insurance** has been in effect for 120 (one hundred twenty) days or more or if this **certificate of insurance** is a renewal policy, **we** may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Material misrepresentation of fact which, if known to **us**, would have caused **us** not to issue the **certificate of insurance**;
- c. Substantial change in the risk assumed, except to the extent that:
 - (1) **We** had notice of the risk within the first 120 days of the **policy period** and this is not a renewal or continuation of a **certificate of insurance we** issued; or
 - (2) **We** should reasonably have foreseen the change or contemplated the risk in writing the **certificate of insurance**;
- d. Substantial breaches of contractual duties, conditions, or warranties; or
- e. Substantial breach of contractual duties, conditions, or warranties; or
- f. Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the **certificate of insurance** would imperil our solvency or place **us** in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted in this Item f., we will notify the Commissioner, in writing, at least 60 (sixty) days prior to such cancellation and the Commissioner will, within 30 (thirty) days of such notification, approve or disapprove such action.

g. Any notice of cancellation will state the precise reason for cancellation.

2. Nonrenewal

- a. **We** will not refuse to renew a **certificate of insurance** issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.
- b. If **we** decide not to renew this **certificate of insurance**, **we** will:
 - (1) Mail or deliver written notice of nonrenewal to the **certificate holder** and agent, if any, before:
 - (a) The expiration date of this **certificate of insurance**, if the is written for a term of one year or less; or
 - (b) An anniversary date of this **certificate of insurance**, if the **certificate of insurance** is written for a term of more than one year or for an indefinite term; and
 - (2) Provide at least 60 (sixty) days' notice of nonrenewal.
- c. Any notice of nonrenewal will be mailed or delivered to the **certificate holder's** and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. Any notice of nonrenewal will state the precise reason for nonrenewal.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL CONDITIONS is replaced by the following:

C. CANCELLATION OF MASTER POLICY

1. Cancellation By Master Policyholder

This Master Policy may be canceled at any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. Cancellation By Us

a. Less Than 60 Days

If this Master Policy has been in effect for less than 60 (sixty) days, **we** may cancel this Master Policyholder by mailing or delivering to the Master Policyholder written notice of cancellation at least:

- (1) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium;
- (2) 30 (thirty) days before the effective date of cancellation if **we** cancel for any other reason.

b. In Effect More Than 60 Days

If this Master Policy has been in effect for 60 (sixty) days or more, or if this Master Policy is a renewal of a policy **we** issued, **we** may cancel this Master Policy only for one or more of the following reasons:

- (1) Nonpayment of premium.
- (2) Material misrepresentation of fact which, if known to **us**, would have caused **us** not to issue the Master Policy.
- (3) Substantial change in the risk assumed, except to the extent that **we** should reasonably have foreseen the change or contemplated the risk in writing the Master Policy.
- (4) Substantial breaches of contractual duties, conditions or warranties.

If **we** cancel, **we** will mail or deliver to the Master Policyholder and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

- (a) 10 (ten) days before the effective date of cancellation if cancellation is nonpayment of premium; or
- (b) 45 (forty-five) days before the effective date of cancellation if cancellation is for the reasons stated in (3) and (4) above.

3. Any unearned premium will be refunded to Master Policyholder prior to the effective date of cancellation.
4. Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 months.

5. Nonrenewal

- a. If **we** decide not to renew this policy, **we** will mail or deliver written notice of nonrenewal to the Master Policyholder and the agent, if any, at least 45 (forty-five) days before:
 - (1) The expiration date; or
 - (2) The anniversary date if this is a continuous policy.
- b. Notice of nonrenewal will state the reason for nonrenewal.
- c. Any notice of nonrenewal will be mailed or delivered to the Master Policyholder's and agent's last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Paragraph C. Cancellation Of Certificates under Section GENERAL CONDITIONS is replaced by the following:

C. CANCELLATION OF CERTIFICATES

1. Cancellation By Certificate Holder

- a. The **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of the Effective Date shown on the **certificate of insurance**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21-day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.
- b. This **certificate of insurance** may be canceled at any time at the **certificate holder's** request by surrendering this **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect.

2. Cancellation By Us

a. Less Than 60 Days

If this **certificate of insurance** has been in effect for less than 60 (sixty) days, **we** may cancel this **certificate of insurance** by mailing or delivering to the **certificate holder** written notice of cancellation at least:

- (1) 10 (ten) days before the effective date of cancellation if **we** cancel for nonpayment of premium;
- (2) 30 (thirty) days before the effective date of cancellation if **we** cancel for any other reason.

b. In Effect More Than 60 Days

If this **certificate of insurance** has been in effect for 60 (sixty) days or more, or if this **certificate of insurance** is a renewal of a **certificate of insurance** we issued, we may cancel this **certificate of insurance** only for one or more of the following reasons:

- (1) Nonpayment of premium.
- (2) Material misrepresentation of fact which, if known to **us**, would have caused **us** not to issue the **certificate of insurance**.
- (3) Substantial change in the risk assumed, except to the extent that **we** should reasonably have foreseen the change or contemplated the risk in writing the **certificate of insurance**.
- (4) Substantial breaches of contractual duties, conditions, or warranties.

If **we** cancel, **we** will mail or deliver to the **certificate holder** and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

- (a) 10 (ten) days before the effective date of cancellation if cancellation is nonpayment of premium; or
- (b) 45 (forty-five) days before the effective date of cancellation if cancellation is for the reasons stated in (3) and (4) above.

3. Any unearned premium will be refunded to **certificate holder** prior to the effective date of cancellation.

4. Nonrenewal

- a. If **we** decide not to renew this **certificate of insurance**, **we** will mail or deliver written notice of nonrenewal to the **certificate holder** and the agent, if any, at least 45 (forty-five) days before:

- (1) The expiration date; or
 - (2) The anniversary date if this is a continuous **certificate of insurance**.
- b. Notice of nonrenewal will state the reason for nonrenewal.
 - c. Any notice of nonrenewal will be mailed or delivered to the **certificate holder's** and agent's last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.

Sample Policy



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is replaced by the following:

C. CANCELLATION OF MASTER POLICY

1. Cancellation Of Master Policy

- a. This Master Policy may be canceled by the Master Policyholder by mailing to **us** advance written notice of cancellation.
- b. **We** may cancel this Master Policy by mailing to the Master Policyholder, at the Master Policyholder's last mailing address known to **us**, written notice stating the reason for cancellation. Proof of mailing will be sufficient proof of notice.
- c. If **we** cancel for:
 - (1) Nonpayment of premium, **we** will mail the notice at least 10 (ten) days prior to the effective date of cancellation.
 - (2) A reason other than nonpayment of premium, **we** will mail the notice at least:
 - (a) 30 (thirty) days prior to the effective date of cancellation if the Master Policy has been in effect for 60 (sixty) days or less.
 - (b) 60 (sixty) days prior to the effective date of cancellation if the Master Policy has been in effect for more than 60 (sixty) days.
- d. If the Master Policy has been in effect for more than 60 (sixty) days, **we** may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) The Master Policy was obtained through a material misrepresentation;
 - (3) Any **certificate holder** has violated any of the terms and conditions of the Master Policy;
 - (4) The risk originally accepted has measurably increased;
 - (5) Certification of the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to **us** for all or a substantial part of the underlying risk insured; or
 - (6) A determination by the Director of Insurance that the continuation of the Master Policy could place **us** in violation of the insurance laws of this state.
 - (7) Notification of cancellation will also be sent to the Master Policyholder's broker, if known, or agent of record, if known.
 - (8) Notice of cancellation will state the effective date of cancellation. The Policy term will end on that date.

- (9) If this Master Policy is canceled, **we** will send the Master Policyholder any premium refund due. If **we** cancel, the refund will be pro rata. If the Master Policyholder cancels, the refund will be less than pro rata. The cancellation will be effective even if **we** have not offered a refund.
- e. Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by us before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each certificate of insurance expires, but in no case for a period longer than 12 months.

2. Nonrenewal Of Master Policy

If **we** decide not to renew or continue this Master Policy, **we** will mail the Master Policyholder written notice, stating the reason for nonrenewal, at least 60 (sixty) days before the end of the Policy term. Proof of mailing will be sufficient proof of notice. Notification of nonrenewal will also be sent to the Master Policyholder's broker, if known, or agent of record, if known. If **we** offer to renew or continue and the Master Policyholder does not accept, this Master Policy will terminate at the end of the current Policy term. Failure to pay the required renewal or continuation premium when due shall mean that the Master Policyholder has not accepted **our** offer.

If **we** fail to mail proper written notice of nonrenewal and the Master Policyholder obtains other insurance, this Master Policy will end on the effective date of that insurance.

- B. Paragraph D. Cancellation Of Certificates under Section GENERAL PROVISIONS is replaced by the following:

D. CANCELLATION OF CERTIFICATES

1. Cancellation Of Certificate

- a. The **certificate of insurance** may be canceled by the **certificate holder** by mailing to **us** advance written notice of cancellation.
- b. **We** may cancel the **certificate of insurance** by mailing to the **certificate holder**, at the **certificate holder's** last mailing address known to **us**, written notice stating the reason for cancellation. Proof of mailing will be sufficient proof of notice.
- c. If **we** cancel for:
- (1) Nonpayment of premium, **we** will mail the notice at least 10 (ten) days prior to the effective date of cancellation.
 - (2) A reason other than nonpayment of premium, **we** will mail the notice at least:
 - (a) 30 (thirty) days prior to the effective date of cancellation if the **certificate of insurance** has been in effect for 60 (sixty) days or less.
 - (b) 60 (sixty) days prior to the effective date of cancellation if the **certificate of insurance** has been in effect for more than 60 (sixty) days.
- d. If the **certificate of insurance** has been in effect for more than 60 (sixty) days, **we** may cancel only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) The **certificate of insurance** was obtained through a material misrepresentation;
 - (3) The **certificate holder** has violated any of the terms and conditions of the **certificate of insurance**;
 - (4) The risk originally accepted has measurably increased;
 - (5) Certification of the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to **us** for all or a substantial part of the underlying risk insured; or
 - (6) A determination by the Director of Insurance that the continuation of the **certificate of insurance** could place **us** in violation of the insurance laws of this state.
 - (7) Notification of cancellation will also be sent to the **certificate holder's** broker, if known, or agent of record, if known.
 - (8) Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.

(9) If this **certificate of insurance** is canceled, **we** will send the **certificate holder** any premium refund due. If **we** cancel, the refund will be pro rata. If the **certificate holder** cancels, the refund will be less than pro rata. The cancellation will be effective even if **we** have not offered a refund.

2. **Nonrenewal Of Certificate**

If **we** decide not to renew or continue this **certificate of insurance**, **we** will mail the **certificate holder** written notice, stating the reason for nonrenewal, at least 60 (sixty) days before the end of the **policy period**. Proof of mailing will be sufficient proof of notice. Notification of nonrenewal will also be sent to the **certificate holder's** broker, if known, or agent of record, if known. If **we** offer to renew or continue and the **certificate holder** does not accept, the **certificate of insurance** will terminate at the end of the current **policy period**. Failure to pay the required renewal or continuation premium when due shall mean that the **certificate holder** has not accepted **our** offer.

If **we** fail to mail proper written notice of nonrenewal and the **certificate holder** obtains other insurance, this **certificate of insurance** will end on the effective date of that insurance.

All other terms and conditions remain unchanged.

Sample Policy



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. Paragraph C. Cancellation Of Master Policy under Section GENERAL PROVISIONS is replaced by the following:

C. CANCELLATION OF MASTER POLICY

1. Cancellation Of Master Policy

- a. This Master Policy may be canceled at any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect.
- b. This Master Policy may be cancelled by **us** by giving the Master Policyholder not less than:
 - (1) 90 (ninety) days' written notice of cancellation; or
 - (2) 10 (ten) days' written notice of cancellation if the Master Policyholder fails to remit, when due, payment of premium for this Master Policy.
- c. If cancellation is for nonpayment of premium, written notice may be sent by certificate mailing or certified mail. If cancellation is for any reason other than nonpayment of premium written notice must be sent by certified mail. Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the Master Policyholder at the Master Policyholder's last mailing address known to **us**.
- d. If this Master Policy has been in effect for 60 (sixty) days or more, or if this is a renewal of a policy **we** issued, **we** may cancel this Master Policy only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation affecting this Master Policy or in the presentation of claims under this Master Policy;
 - (3) Violation of any provisions of this Master Policy; or
 - (4) Substantial increase in hazard, provided **we** have secured approval for the cancellation from the Commissioner of Insurance.
- e. Notice of cancellation will state the effective date of cancellation. The Policy term will end on that date.
- f. Return of any unearned premium will be calculated on the customary short rate basis if the Master Policyholder cancels and on a pro-rata basis if **we** cancel this Master Policy. Return of any unearned premium will be made by **us** to the Master Policyholder as soon as practicable.
- g. Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 months.

2. When We Decide Not To Renew

We may elect not to renew this Master Policy by mailing, by certified mail, or delivering written notice of nonrenewal to the Master Policyholder's last mailing address known to **us**. **We** will mail or deliver this notice at least 45 (forty-five) days before the:

- a. Expiration of the Master Policy; or
- b. Anniversary date of this Master Policy if this Master Policy has been written for a term of more than one year.

This provision does not apply:

- (1) If **we** have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If the Master Policyholder does not pay any advance premium required by **us** for renewal; or
- (4) If any property covered in this Master Policy is insured under any other insurance policy.

3. Renewal

If **we**:

- a. Elect to renew this Master Policy; and
- b. Have the necessary information to issue a renewal policy,

We will confirm in writing at least 45 (forty-five) days before it expires our intention to renew this Master Policy and the premium at which this Master Policy will be renewed.

If **we** do not comply with the provisions of Paragraphs 1. and 2., you will have renewal coverage. The renewal coverage will be at the rates:

- (1) In effect under the expiring or expired Master Policy; or
- (2) In effect on the expiration date, that have been approved by the Commissioner, whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 (forty-five) days after **we** confirm renewal coverage and premium. If you accept this renewal Master Policy, Paragraphs 2.a and 2.b. do not apply.

B. Paragraphs D. Cancellation Of Certificates is replaced by the following:

D. CANCELLATION OF CERTIFICATES

1. Cancellation of Certificate

- a. The **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of the Effective Date shown on the **certificate of insurance**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21-day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.
- b. **Certificates of insurance** may also be canceled:
 - (1) At any time at a **certificate holder's** request by surrendering the **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect; or
 - (2) By **us** by giving the **certificate holder** not less than:
 - (a) 90 (ninety) days' written notice of cancellation; or
 - (b) 10 (ten) days' written notice of cancellation if the **certificate holder** fails to remit, when due, payment of premium for the **certificate of insurance**.
- c. If cancellation is for nonpayment of premium, written notice may be sent by certificate mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by

certified mail. Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the **certificate holder** at the **certificate holder's** last mailing address known to **us**.

- d. If this **certificate of insurance** has been in effect for 60 (sixty) days or more, or if this is a renewal of a **certificate of insurance** we issued, **we** may cancel this **certificate of insurance** only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation affecting this **certificate of insurance** or in the presentation of claims under this **certificate of insurance**;
 - (3) Violation of any provisions of this Master Policy; or
 - (4) Substantial increase in hazard, provided **we** have secured approval for the cancellation from the Commissioner of Insurance.
- e. Notice of cancellation will state the effective date of cancellation.
- f. Return of any unearned premium will be calculated on the customary short rate basis if the **certificate holder** cancels and on a pro-rata basis if **we** cancel this **certificate of insurance**. Return of any unearned premium will be made by **us** to the **certificate holder** as soon as practicable.

2. When We Decide Not To Renew

We may elect not to renew this **certificate of insurance** by mailing, by certified mail, or delivering written notice of nonrenewal to the **certificate holder's** last mailing address known to **us**. **We** will mail or deliver this notice at least 45 (forty-five) days before the:

- a. Expiration of the **certificate of insurance**; or
- b. Anniversary date of this **certificate of insurance** if this **certificate of insurance** has been written for a term of more than one year.

This provision does not apply:

- (1) If **we** have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If the **certificate holder** does not pay any advance premium required by **us** for renewal; or
- (4) If any **property** covered in this **certificate of insurance** is insured under any other insurance policy.

3. Renewal

If **we**:

- a. Elect to renew this **certificate of insurance**; and
- b. Have the necessary information to issue a renewal **certificate of insurance**,

We will confirm in writing at least 45 (forty-five) days before it expires our intention to renew this **certificate of insurance** and the premium at which this **certificate of insurance** will be renewed.

If **we** do not comply with the provisions of Paragraphs 1. and 2., the **certificate holder** will have renewal coverage. The renewal coverage will be at the rates:

- (1) In effect under the expiring or expired **certificate of insurance**; or
 - (2) In effect on the expiration date, that have been approved by the Commissioner,
- whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 (forty-five) days after **we** confirm renewal coverage and premium. If you accept this renewal **certificate of insurance**, Paragraphs 2.a and 2.b. do not apply.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

Except with respect to any policy issued in any state in which the Insurer is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Service, Incorporated, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT - CALIFORNIA

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Valarie Jonas, Markel, 201 California Street, Suite 1450, San Francisco, CA 94111 and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

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

Pursuant to Section 1772, et seq., of the California Insurance Code, a surplus line insurer may be sued upon any cause of action arising in this state under any surplus line insurance contract made by it, or any evidence of insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in Sections 1610 to 1620, inclusive.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT AND ELECTRONIC DATA

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following exclusion is added to the Section EXCLUSIONS:

This Master Policy does not apply to:

Cyber Incident And Electronic Data

1. Any loss, damage, cost, or expense caused directly or indirectly by any of the following:
 - a. A **cyber incident**;
 - b. Theft or the transfer of property arising out of a **cyber incident**;
 - c. Any action taken in controlling, preventing, suppressing, or remediating a **cyber incident**; or
 - d. Any partial or total unavailability or failure, or series of related partial failures, to access, process, use, or operate any **computer system**.
2. Any loss, loss of use, damage, destruction, distortion, erasure, corruption, reduction in functionality, repair, replacement, restoration, or reproduction of **electronic data** arising out of a **cyber incident**.

This exclusion applies regardless of:

- a. Any other cause or event that contributes concurrently or in any sequence to the loss;
- b. Any provision or endorsement to the contrary and supersedes any conflicting language in this Master Policy;
- c. Actual, imminent, or suspected loss or damage;
- d. **Electronic data** or **computer systems** owned, leased, or operated by an insured or any other party;
- e. Amounts pertaining to the value of **electronic data**;
- f. Acts, costs, or expenses to sue, labor and travel for, in, and about the defense, safeguarding, and recovery of property, including **computer systems** or **electronic data**; or
- g. Legal costs, expenses, or fees.

B. The following definitions are added with respect to this endorsement:

Computer system means any information technology or operational technology, including computers, any software and code residing on such computers, network equipment, hardware, firmware, mainframes, servers, electronic products or components, peripheral devices, data storage devices, and any associated devices or equipment (including computers, hardware, software, and input and output devices which are part of an industrial control system, including a supervisory control and data acquisition (SCADA) system) owned or operated by the insured or any other party.

Cyber incident means:

- a. The unauthorized access or use of a **computer system** or **electronic data** by any means including, but not limited to, malicious code, virus, malware, or ransomware, regardless of time and place;

- b. A threat or hoax, or a series of connected threats involving access to, processing of, use of, or operation of any **computer system**; or
- c. Any error or omission or series of related errors or omissions involving access to, processing of, use of, or operation of any **computer system**.

Electronic data means facts, concepts, and information converted to a form usable for communications, interpretation, or processing by electronic and electromechanical data processing, or electronically controlled equipment, and includes programs, software, and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such equipment.

All other terms and conditions remain unchanged.

Sample Policy



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

Sample Policy



EVANSTON INSURANCE COMPANY

BLANKET RENTAL RESIDENT LIABILITY POLICY

Sample Policy

Administrative Office
P.O. Box 906
Pewaukee, WI 53072-0906
800-236-2862

EVANSTON INSURANCE COMPANY

POLICY INDEX

READ YOUR POLICY CAREFULLY.

	PAGE
INSURING AGREEMENT.....	1
DEFINITIONS	1
COVERAGE.....	2
EXCLUSIONS.....	3
CONDITIONS	3

Sample Policy

INSURING AGREEMENT

In return for the premium payment and compliance with all applicable provisions of this policy and any endorsements, we agree to provide the insurance coverages as shown on the Declarations Page, which is part of this policy.

By accepting this policy, you agree that the statements on the Declarations Page and any application and affirmations are your agreements and representations. This policy is issued in reliance upon the truth of your representations. It includes all agreements existing between you and us or any of our representatives.

DEFINITIONS

Throughout this policy, most words and phrases that have special meanings appear in **bold**. The pronouns “we”, “our”, “us”, “you” and “your” are defined, but do not appear in **bold**. This section defines some of the more general terms used in this policy. Bold terms that are not listed in this section are defined within the sections they appear.

You and your refer to the ‘Insured’ named on the Declarations Page. The words we, us and our, refer to the company, shown on the Declarations Page, which is providing this insurance.

1. **Covered property** means the **resident premises** that you report to us on a monthly basis for coverage under this policy. **Covered property** does not include personal property, whether owned by you or others, on the premises.
2. **Insured location** means: (a.) the **resident premises**; and (b.) the part of other premises, structures and grounds contained within continuous common grounds owned or operated by you and used by the **resident** as a residence.
3. **Mold** means any species of fungus, including but not limited to mildew, **mold**, or other microbes.
4. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, on the **insured location** which results, during the policy period, in **property damage** to the **insured location**.
5. **Pathogenic organisms** mean any bacteria, yeasts, mildew, virus, microbes, fungi, **mold**, or their spores, mycotoxins or other metabolic products.
6. **Property damage** means physical injury to, destruction of, or loss of use of any part of the **insured location**.
7. **Remediation** means to evaluate, measure, test, treat, contain, dispose of, or remove **pathogenic organisms**.
8. **Resident** means the individual(s) listed on the written rental agreement and any person related to these individuals by blood, marriage or adoption (including a ward or foster child) who resides in the **resident premises**.
9. **Resident premises** means the rental housing or apartments (units) owned or managed by you and where the **resident** resides, and which is specifically scheduled to this policy.

COVERAGE

We will pay for **property damage** to the **insured location** caused by an **occurrence** covered by this policy for which a **resident** becomes legally liable, resulting in any of the following perils.

Covered Perils

1. fire;
2. smoke;
3. explosion originating in the **resident premises**. Explosion does not mean arcing, breakage of water pipes or breakage or operation of pressure relief devices. Loss by explosion from steam boilers or steam pipes is not covered;
4. falling objects that damage or penetrate the roof or wall of the **resident premises**. Damage to the falling object itself is not covered;
5. riot or civil commotion;
6. overflow, discharge or leakage of water in the **resident premises** from:
 - a. a bathtub, sink, shower or toilet;
 - b. a clothes washing machine or dishwasher;
 - c. a refrigerator;
 - d. any other appliance owned by the **resident** of the **resident premises**.
 - e. aquariums; or
 - f. waterbeds.

We also pay for tearing out and replacing any part of **covered property** necessary to repair the appliance from which the water escaped.

However, this cause of loss does not include loss:

1. to **covered property**:
 - a. caused by constant or repeated seepage or leakage over a period of weeks, months or years;
 - b. caused by the presence or condensation of humidity, moisture or vapor;
 - c. caused by water or water-borne material that backs up through sewers or drains;
 - d. water or water-borne material below the surface of the ground, including water that exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure; or
2. caused by overflow that occurs outside the **covered property**;
3. to the appliance from which the water escaped;
4. for water damage involving any heating, ventilating or air conditioning unit;
5. for water damage involving a sump, sump pump, automatic fire protective sprinkler system or related equipment.

What We Pay

Covered losses will be settled at replacement cost without deduction for depreciation subject to the limitation below. We may repair or replace any part of the damaged property with material or property of like kind and quality and value.

In the event that **pathogenic organisms** or radon are detected or discovered and have resulted from or been caused by a covered cause of loss, the most we will pay for repair or replacement of property damaged by the pathogenic organism or radon and **remediation** is \$5,000.

If the **resident premises** is uninhabitable due to a covered loss we will pay loss of rental income. The most we will pay for loss of rental income is 1,000 per month, per unit and \$3,000 per **occurrence**. Payment will be made for the shortest time to repair or replace such premises. This is not additional coverage.

Our total limit of liability for all damages resulting from any one covered loss, regardless of the number of units damaged, will be no more than the limit for 'Blanket Rental Resident Liability' shown on the Declarations Page.

Deductible

We will pay for any covered loss only when it exceeds the applicable deductible shown on the Declarations Page.

EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Intentional destructive loss, meaning any loss arising out of any act committed by or at the direction of any person with the intent to cause a loss. This includes vandalism.
2. Defective, deferred or faulty maintenance, construction, building materials, fixtures or appliances.
3. Wear and tear, marring, deterioration.
4. Inherent vice, latent defect, mechanical breakdown, manufacturer's defect or mechanical failure.
5. War or any warlike operation. This includes declared and undeclared war, civil war, insurrection, revolution, rebellion, civil commotion or any consequence thereof.
6. Governmental action, meaning seizure or destruction of property by order of governmental authority.
7. Nuclear hazard, meaning any nuclear reaction, radiation, or radioactive contamination. These are excluded all whether controlled or uncontrolled or how ever caused, or any consequence of any of these.

CONDITIONS

1. Insurable Interest and Limit of Liability
Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
 - a. to you for more than the amount of your interest at the time of loss; or
 - b. for more than the applicable limit of liability shown on the Declarations Page.
2. Your Duties After Loss
In case of a loss, coverage will be forfeited if you fail to comply with the following duties. These duties must be performed either by you or your representative.
 - a. Give prompt notice to us or our agent;
 - b. Protect the property from further damage;
 - c. Make reasonable and necessary repairs to protect the property;
 - d. Keep an accurate record of repair expenses;
 - e. Cooperate with us in the investigation of the claim;
 - f. As often as we reasonably require:
 - i. show the damaged property;
 - ii. provide us with records and documents we request and permit us to make copies; and
 - iii. submit to examination under oath, while not in the presence of any other named 'Insured', **resident** or occupant and sign the same;
 - g. Send to us, within 60 days after our request, your signed, sworn proof of loss that sets forth to the best of your knowledge and belief:

- i. the time and cause of loss;
- ii. your interest and that of all others in the property involved and all liens on the property;
- iii. other insurance that may cover the loss;
- iv. changes in title or occupancy of the property during the term of the policy;
- v. specifications of damaged buildings and detailed repair estimates;
- vi. an inventory of damaged property.

3. Loss Payment

We will adjust all losses with you. After we receive your proof of loss, the loss will be payable 30 days after the earliest of the following:

- a. we reach an agreement with you;
- b. there is an entry of final judgment; or
- c. there is a filing of an appraisal award with us.

You may not abandon property covered to us.

4. Monthly Reporting

Within 2 days after the close of each month, you must report such information as mutually agreed to identify each **resident premises** being added or deleted from the policy and the effective date of addition and deletion. Coverage for any individual **resident premises** will not be effective unless we receive monthly reporting and the appropriate premium has been paid for such **resident premises**.

Coverage may not be backdated prior to the later of the first day of the reporting month or the inception date of the lease agreement. Failure to report an individual **resident premises** shall void coverage for such **resident premises**.

5. Transfer of Interest

We do not provide any coverage under this policy if you sell, assign, transfer or pledge the insured property unless prior written consent has been obtained from us. In the event of your death, this policy will remain in effect until the end of the policy period for:

- a. your legal representative while acting within the scope of duties of a legal representative; or
- b. any person having proper custody of the insured property until a legal representative is appointed.

6. Subrogation

You may waive in writing, before a loss, all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. If an assignment is sought, you must sign and deliver all related papers and cooperate with us.

7. Misrepresentation or Fraud

All insurance provided by this policy will be null and void if you, at any time, either intentionally conceal or misrepresent any fact, regardless of materiality, or if you misrepresent or conceal any material fact regardless of intent. No action or inaction by us will be deemed a waiver of this provision.

8. Legal Action Against Us

- a. No suit or action may be brought against us unless there has been full compliance with all terms of this policy.
- b. No suit or action may be brought against us unless the action is brought within 12 months after the date you first have knowledge of the loss.
- c. Nothing in this policy gives any person or organization the right to join us as defendants in a suit brought against you.

9. Appraisal

In the event that you or we dispute the amount of your covered loss, either may demand an appraisal in writing. If you or we demand an appraisal, you and we will each appoint and pay a competent and disinterested appraiser. If the two appraisers cannot agree on the amount of the loss, the appraisers or a judge of the local court of record will select an umpire who will decide any differences. An award in writing by any two such persons will determine the amount of your loss. You and we will be bound by that amount. You will pay the appraiser you choose and we will pay the appraiser we choose. The expense of the umpire and all other expenses of the appraisal will be shared equally by you and us.

Appraisal is not available where there is a dispute as to the existence of coverage. Nothing herein will prejudice or in any way impact our right to contest coverage and to bring suit in a court of competent jurisdiction contesting coverage.

10. Notice of Cancellation

If this policy is cancelled, you may be entitled to a premium refund. The premium for each month is fully earned on the first day of the month for which the premium has been paid. If you have paid for a subsequent month, you may cancel this policy prior to the first day of that month by returning it to us or our authorized agent, or by advising us or our authorized agent in writing, stating the future date you want the policy to be cancelled.

If you cancel the policy prior to the first day of a month, we will return the unused part of your premium, subject to our minimum earned premium.

We may cancel this policy by delivering or mailing notice of cancellation to the first named 'Insured' at the last address shown in our records at least:

- a. ten (10) days before the cancellation takes effect if:
 - i. the cancellation is for nonpayment of premium; or
 - ii. this policy has been in effect for less than sixty (60) days and is not a renewal policy.
- b. thirty (30) days before the cancellation takes effect in all other cases.

Proof of mailing of this notice to the first named 'Insured' will be sufficient proof that notice of cancellation was given. The date of the cancellation stated in the notice will become the end of the policy period.

If we cancel the policy, we will return the unused part of your premium.

11. Nonrenewal

We may elect not to renew this policy. We may do so by delivering or mailing to the first named 'Insured' at the mailing address shown on the Declarations Page, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

12. Other Insurance

This coverage is excess coverage over any policy that may respond for the **resident** that caused the loss.

13. Policy Period

This policy applies only to loss that occurs during the policy period as shown on the Declarations Page.

14. Conformity to Statute

Any provision of this policy that conflicts with applicable law or regulation is hereby amended to conform to the minimum requirements of the law or regulation.

15. Policy Changes

No change or waiver may be affected in this policy except by endorsement issued by us. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change. When we broaden coverage during the policy period, without charge, the policy will automatically provide the broadened coverage when effective in your state.

16. Severability

If any part of the policy is found to be unenforceable or conflicts with applicable law, the rest and remainder of the policy remains in full force and effect.

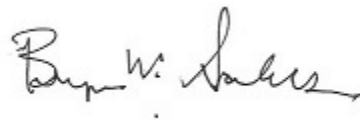
This Policy is signed at the Home Office of the company by its president and secretary.

EVANSTON INSURANCE COMPANY

Rosemont, Illinois



Kathleen Anne Sturgeon
Secretary



Bryan W. Sanders
President