



CURE PROGRAMS PG, LLC

Coverage Provided by: StarStone National Insurance Company
 Harborside Financial Center
 Plaza V, Suite 2600
 Jersey City, NJ 07311
 201-743-7700 www.starstone.com

COMMERCIAL EXCESS FOLLOW FORM LIABILITY CERTIFICATE HOLDER DECLARATIONS

If any insurance coverage listed in Section C. Schedule of Underlying Insurance of this Declarations Page applies on a claims-made basis, then this coverage shall apply on a claims-made basis, subject to the Retroactive Date stated in Section B.3. of this Declarations Page.

A. Policy Number, Certificate Number, Holder Name

Holder Address and Certificate Period

1.a. Certificate Number	CSX91103430P-00	b. Renewal of Certificate Number:	N/A
2.a. Group Master Policy Number	E73035252ALI	b. Renewal of Group Master Policy Number:	NA
3. Certificate Holder Name:	Audubon trace Condominium Association inc		
4. Certificate Holder Address:	4100 Jefferson Hwy		
Certificate Holder Address 2:			
Certificate Holder City	Jefferson		
Certificate Holder State	LA		
Certificate Holder Zip	70121		
5. Certificate Holder is a(n):			
6. Certificate Period	03/21/2026	to	03/21/2027
	12:01 a.m. standards time at your mailing address as shown above		

B. Premium, Limits and Retroactive Date

1.a Certificate Premium	\$4,025.00	
1.b. Certificate Premium for Certified Acts of Terrorism	\$25.00 (Included in premium above)	
1.c. Surcharge + Taxes	Per Invoice	
2. Limits of Liability	a. Each Occurrence	\$5,000,000
	b. General Aggregate (other than Products-Completed Operations)	\$5,000,000
	c. Products- Completed Operations	\$5,000,000
	d. Products-Completed Operations Aggregate	
3. Retroactive Date	N/A	Applicable to Claims Made Underlying Policies

COMMERCIAL EXCESS FOLLOW FORM LIABILITY CERTIFICATE HOLDER DECLARATIONS

C. Schedule of Underlying Insurance

Underlying Insurer	Underlying Coverage Type	Limits of Liability	
<u>Fortegra Specialty Insurance Company</u>	Excess Liability Policy	\$5,000,000	Per Occurrence
		\$5,000,000	Annual Aggregate
Total Limits of Underlying Policies:		\$6,000,000	Per Occurrence
		\$6,000,000	Annual Aggregate

Underlying Insurer	Underlying Coverage Type	Limits of Liability	
Name: Nautilus Insurance Company	Commercial General Liability	\$1,000,000	Each Occurrence
Policy Number: On file with company	Occurrence	\$2,000,000	General Aggregate
Policy Term: 03/21/2026 - 03/21/2027		Included	Products-Completed Operations
		\$1,000,000	Personal and Advertising Injury
Underlying Insurer	Underlying Coverage Type	Limits of Liability	
Name: Geico Insurance Company	Auto Liability	\$1,000,000	
Policy Number: On file with company			
Policy Term: 03/20/2026 - 03/20/2027			
Underlying Insurer	Underlying Coverage Type	Limits of Liability	
Name: Nautilus Insurance Company	Hired & Non-Owned Auto	\$1,000,000	
Policy Number: On file with company			
Policy Term: 03/21/2026 - 03/21/2027			
Underlying Insurer	Underlying Coverage Type	Limits of Liability	
Name: AmTrust Insurance Company	Employers Liability	\$1,000,000	Bodily Injury by Accident – each Accident
Policy Number: On file with company		\$1,000,000	Bodily Injury by Disease – each Policy
Policy Term: 07/01/2025 - 07/01/2026		\$1,000,000	Bodily Injury by Disease – each Employee

Underlying Insurer	Underlying Coverage Type	Limits of Liability
Name: Lloyd's America, Inc. Policy Number: On file with company Policy Term: 05/27/2025 - 03/21/2026	Directors & Officers Liability	\$1,000,000



Starstone National Insurance Company

Following Form Excess Liability
Insurance Policy

Company Address:

201 E. Fifth Street, Suite 1200
Cincinnati, OH 45202
(844) 722-7827
www.corespecialty.com

To Report a Claim:

Contact your Insurance Agent, or
Contact the Company at (844) 722-7827 or Send
an email to: claims@corespecialty.com

To File a Complaint

Contact your Insurance Agent, or
Contact the Company at (844) 722-7827 or
Contact your State Director of Insurance

STARSTONE NATIONAL INSURANCE COMPANY HOME

OFFICE: WILMINGTON DELAWARE

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

DECLARATIONS

POLICY NO.: E73035252ALI

RENEWAL OF: E73035231ALI

ITEM 1. (a) NAMED INSURED: CURE PROGRAMS PG, LLC and its Designated Certificate Holders ADDRESS: 801

Adlai Stevens Dr.
Springfield, IL 62703

ITEM 2. POLICY PERIOD: Inception Date: September 1, 2025 To: September 1, 2027 (12:01 A.M.
prevailing time at the address stated in **Item 1.** above)

ITEM 3. RETROACTIVE DATE: Not Applicable
If retroactive date does not apply, insert "Not Applicable"

ITEM 4. COVERAGE: Following Form Excess Liability

ITEM 5. LIMITS OF LIABILITY:	See Endorsement 5	Per Occurrence
	See Endorsement 5	Other Aggregate
	See Endorsement 5	Products/Completed Operations
		Aggregate

Excess of Total Limits in **Item 6.** below

ITEM 6. TOTAL LIMITS OF UNDERLYING POLICIES: Please see Schedule of Underlying Insurance.

ITEM 7. FOLLOWED POLICY: Please see Schedule of Underlying Insurance.

ITEM 8. (a) PREMIUM: As calculated per Insured for whom a Certificate of Insurance has been issued on behalf of and reported to the Company.

(b) MINIMUM EARNED PREMIUM: n/a

ITEM 9. NOTICES TO THE INSURER:

- (a) All notices of Occurrence or Claim: Claim Department
(b) All other notices: Underwriting Department
At the address and numbers shown at the top of the Declarations Page.

ITEM 10. POLICY FORM: SSN EXS 0001 CW together with endorsements as per attached form SSN EXS 0004 CW Schedule of Endorsements:

Authorized Representative

Date of Issue: September 1, 2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING FORM EXCESS

LIABILITY INSURANCE POLICY

SCHEDULE OF ENDORSEMENTS

FORM NO.:

ENDORSEMENT NAME:

SSN EXS 0003 CW 03 21	Excess Liability – Jacket
SSN EXS 0002 CW 03 21	Excess Liability - Declarations
SSN EXS 0004 CW 03 16	Schedule of Endorsements
SSN EXS 0005 CW 03 16	Schedule of Followed Policies
SSN EXS 0067 CW 03 16	Employment Related Discrimination and Employment – Related Practices Exclusion
SSN EXS 0080 CW 03 16	Fungi or Bacteria Exclusion
SSN EXS 0095 CW 03 16	Limit of Liability – Amendment Designated Entities
SSN EXS 0122 CW 03 16	Pending and Prior Litigation and Known Losses Exclusion
SSN EXS 0129 CW 03 16	Pollution Exclusion with Hostile Fire Exception
SSN EXS 0138 CW 03 16	Professional Liability Exclusion
SSN EXS 0166 CW 03 16	Silica Exclusion
SSN EXS 0183 CW 03 16	Auto Coverage – Exclusion of Terrorism
SSN EXS 0187 CW 08 17	Exclusion of Other Acts of Terrorism Committed Outside the United States; Cap on Losses from Certified Acts of Terrorism
SSN EXS 0188 CW 08 17	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
SSN ML 0002 CW 12 20	Disclosure Pursuant to Terrorism Risk Insurance Act
SSN EXS 1020 CW 04 19	Construction Exclusion
SSN EXS 0010 IL 03 16	Abuse or Molestation Exclusion - Illinois
SSN EXS 0032A IL 04 20	Specified Diseases Exclusion - Illinois

SSN EXS 0301 CW 04 21

Electronic Data (Cyber Liability) Exclusion

SSN EXS 0306 CW 04 21

Human Trafficking Exclusion

SSN EXS 1023 CW 09 22

Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) and
Related Chemicals or Products Exclusion

SSC ML PHN 0007 IL 04 25

Illinois Policyholder Notice

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING FORM EXCESS

LIABILITY INSURANCE POLICY

SCHEDULE OF FOLLOWED POLICIES AND TOTAL LIMITS OF UNDERLYING POLICIES

ITEM 6. TOTAL LIMITS OF UNDERLYING POLICIES and **ITEM 7.** FOLLOWED POLICY of the DECLARATIONS are amended to read as follows:

ITEM 6. TOTAL LIMITS OF UNDERLYING POLICIES:

- | | | |
|-----------|---|---|
| a. | As designated on Certificates Insurance issued on behalf of the Company not less than \$1,000,000 | GL Per Occurrence of |
| | As designated on Certificates Insurance issued on behalf of the Company not less than \$2,000,000 | GL Other Aggregate of |
| | As designated on Certificates of Insurance issued on behalf the Company not less than \$1,000,000 | GL Products/Completed Operations Aggregate of |
| b. | As designated on Certificates Insurance issued on behalf of the Company not less than \$1,000,000 | AL Combined Single Limit of |
| c. | As designated on Certificates Insurance issued on behalf of the Company not less than \$500,000 | EL Each Accident of |
| | As designated on Certificates Insurance issued on behalf of the Company not less than \$500,000 | EL Policy Limit – Disease of |
| | As designated on Certificates Insurance issued on behalf of the Company not less than \$500,000 | EL Each Employee – Disease of |

ITEM 7. FOLLOWED POLICIES: SEE ITEM 6. ABOVE AND AS
DESIGNATED ON CERTIFICATES OF INSURANCE.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

ILLINOIS POLICYHOLDER NOTICE

INSURED COMPLAINT INFORMATION

If the **Insured** has any complaints that arise regarding this Policy, the **Insured** may contact the following:

StarStone National Insurance Company
StarStone Specialty Insurance Company 201
E. Fifth Street, Suite 1200
Cincinnati, Ohio 45202
Tel: 844-722-7827
Fax: 513-599-7501
www.corespecialty.com

The **Insured** may also contact the Department of Insurance at:

Illinois Department of Insurance

The Department maintains a Consumer Division in Chicago at 115 S. LaSalle Street 13th Floor Chicago IL, 60603 and in Springfield at 320 West Washington Street Springfield IL, 62767.

You may file a consumer complaint online at the Illinois Department of Insurance's website or by mail. Email: DOI.Complaints@illinois.gov, Tel: 866-445-5364.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING
FORM EXCESS LIABILITY INSURANCE POLICY
EMPLOYMENT DISCRIMINATION AND EMPLOYMENT – RELATED PRACTICES
EXCLUSION

The Policy is amended as follows:

SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, defense costs, fines or damages which arise out of any:

- 1.** Refusal to employ;
- 2.** Termination of employment;
- 3.** Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions;
- 4.** Consequential bodily injury or personal injury as a result of **1.** through **3.** above.

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING

FORM EXCESS LIABILITY INSURANCE POLICY

FUNGI OR BACTERIA EXCLUSION

The Policy is amended as follows:

A. SECTION IV. – EXCLUSIONS, is amended to include the following exclusion: This

Policy does not apply to:

- 1.** Any liability, damage, loss, cost or expense 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.
- 2.** Any loss, cost or expenses arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effect 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 food product intended for consumption.

B. SECTION V. – DEFINITIONS, is amended to include the following definition:

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING
FORM EXCESS LIABILITY INSURANCE POLICY
LIMITS OF LIABILITY – AMENDMENT DESIGNATED
ENTITIES

The Policy is amended as follows:

SCHEDULE

Designated Entities:

Insureds for whom Certificates of Insurance have been issued on behalf of the Company.

Solely with respect to the entities designated in the SCHEDULE above, **ITEM 5. LIMITS OF LIABILITY** of the Declarations is deleted and replaced with the following:

ITEM 5.	LIMITS OF LIABILITY:	As designated on Certificates of Insurance issued on behalf of the Company not to exceed \$10,000,000	Per Occurrence
		As designated on Certificates of Insurance issued on behalf of the Company not to exceed \$10,000,000	Other Aggregate
		As designated on Certificates of Insurance issued on behalf of the Company not to exceed \$10,000,000	Products/Completed Operations Aggregate

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING
FORM EXCESS LIABILITY INSURANCE POLICY
PENDING AND PRIOR LITIGATION AND KNOWN LOSSES EXCLUSION**

The Policy is amended as follows:

SECTION IV. – EXCLUSIONS, is amended to include the following exclusion: This

Policy does not apply to:

- 1.** Any liability, damage, loss, cost or expense arising out of any claim, suit, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding which has commenced or is pending prior to the effective date of this Policy, as well as all future liability, damage, loss, cost or expense arising out of said pending or prior litigation; or
- 2.** Any bodily injury, property damage, personal injury, advertising injury, or any other injury or damage of which any Insured had knowledge prior to the effective date of this Policy.

This exclusion applies whether or not:

- a.** Damages continue or progress during this policy period; or
- b.** Ultimate liability for the final amount of damages, loss, cost or expense has been established.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING FORM

EXCESS LIABILITY INSURANCE POLICY

**POLLUTION EXCLUSION (WITH
HOSTILE FIRE EXCEPTION)**

The Policy is amended as follows:

SECTION IV. –EXCLUSIONS, exclusion **D. POLLUTION LIABILITY**, is deleted in its entirety and replaced with the following exclusion:

This Policy does not apply to:

D. POLLUTION LIABILITY

- 1.** Any liability, damage, loss, cost or expense 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;
 - 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 any Insured or any person or organization for whom any Insured may be legally responsible;
 - 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:
 - 1)** If the pollutants are brought on or to the premises, site or location in connection with such operations by any Insured or such contractor or subcontractor; or
 - 2)** If the operations are the test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;

Sub-paragraphs **1.a.** and **1.d.1)** do not apply to bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**.

As used in this exclusion, a **hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

- e.** If the liability, damage, loss, cost or expense is included within the products- completed operations hazard;

- f.** That are, or that are contained in any property that is:
 - 1)** Being transported or towed by, or handled for movement into, onto or from, the covered auto;
 - 2)** Otherwise in the course of transit by or on behalf of any Insured; or
 - 3)** Being stored, disposed of, related or processed in or upon the covered auto.
 - g.** Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by any Insured for movement into or onto the covered auto; or
 - h.** After the pollutants or any property in which the pollutants are contained are moved from the covered auto to the place where they are finally delivered, disposed of or abandoned by any Insured.
- 2.** Pollution cost or expense.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING
FORM EXCESS LIABILITY INSURANCE POLICY PROFESSIONAL LIABILITY EXCLUSION**

The Policy is amended as follows:

SECTION IV. –EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of:

- 1.** The rendering of; or
- 2.** Failure to render;

any professional services by or for any Insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING
FORM EXCESS LIABILITY INSURANCE POLICY
SILICA EXCLUSION

The Policy is amended as follows:

SECTION IV. – EXCLUSIONS, is amended to include the following exclusion: This

Policy does not apply to:

- 1.** Any liability, damage, loss, cost or expense arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation, ingestion or respiration of silica or products or substances containing silica or silicon dioxide in any form including, but not limited to, silica dust, sand or otherwise, or work involving the use of or handling of silica or silicon dioxide in any form, even if other causes are alleged to contribute to or aggravate such loss, claim or occurrence.
- 2.** Any liability, damage, loss, cost or expense arising from or related to:
 - a.** Any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with the events described in Paragraph **1.** above;
 - b.** Any obligation to indemnify, defend, share damages with or repay someone else who must pay damages because of events described in Paragraph **1.** above; and
 - c.** Any fines or penalties imposed because of events described in Paragraph **1.** above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING FORM

EXCESS LIABILITY INSURANCE POLICY

AUTO COVERAGE – EXCLUSION OF TERRORISM

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. The provisions of this endorsement:

1. Apply only to liability, damage, loss, cost or expense arising out of the ownership, maintenance or use of any auto that is a covered auto under this Policy; and
2. Supersede the provisions of any other endorsement addressing terrorism attached to this Policy only with respect to liability, damage, loss, cost or expense arising out of the ownership, maintenance or use of any auto that is a covered auto.

B. The following definition is added and applies under this endorsement wherever the term terrorism is in bold text:

1. **Terrorism** means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for liability, damage, loss, cost or expense caused directly or indirectly by **Terrorism**, including action in hindering or defending against an actual or expected incident of **Terrorism**. Any liability, damage, loss, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. ***But this exclusion applies only when one or more of the following are attributed to an incident of Terrorism:***

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

Multiple incidents of **Terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of **Terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of **Terrorism**, there is no coverage under this Policy.

In the event of any incident of **Terrorism** that is not subject to this Exclusion, coverage does not apply to any liability, damage, loss, cost or expense that is otherwise excluded under this Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING FORM EXCESS

LIABILITY INSURANCE POLICY

EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

SCHEDULE

Certified Acts of Terrorism Retained Amount	\$ 1,000,000
--	---------------------

- A.** Coverage provided by this Policy for damages arising out of a **Certified Act of Terrorism** applies in excess of the Certified Acts of Terrorism Retained Amount described in Paragraph **B.** below.

B. SECTION II. – LIMITS OF LIABILITY, is amended to include the following:

The Certified Acts of Terrorism Retained amount refers to the amount stated in the SCHEDULE of this endorsement. This amount may consist of a self-insured retention, **Underlying Policies**, or a combination thereof.

The Certified Acts of Terrorism Retained Amount applies:

1. Only to damages arising out of a **Certified Act of Terrorism** covered under this Policy: and
2. Separately to each **Certified Act of Terrorism**.

We will pay those sums covered under this Policy only after your Certified Acts of Terrorism Retained amount has been exhausted by means of payments for judgments or settlements. Defense expenses shall not erode the Certified Acts of Terrorism Retained Amount.

C. SECTION IV. – EXCLUSIONS, is amended to include the following exclusion: This

Policy does not apply to any liability, damage, loss, cost or expense:

TERRORISM

Arising, directly or indirectly, out of an **Other Act of Terrorism** that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the coverage territory. However, this exclusion applies only when one or more of the following are attributed to such act:

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

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an **Other Act of Terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

D. SECTION V. – DEFINITIONS, is amended to include the following definitions:

1. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. **Other Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a **Certified Act of Terrorism**.

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

- E.** In the event of an **Other Act of Terrorism** that is not subject to this exclusion, coverage does not apply to any liability, damage, loss, cost or expense that is otherwise excluded under this Policy.
- F.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING FORM EXCESS

LIABILITY INSURANCE POLICY

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. SECTION IV. – EXCLUSIONS, is amended to include the following exclusion: This

Policy 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. SECTION V. – DEFINITIONS, is amended to include the following definition:

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

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.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I	
Terrorism Premium (Certified Acts) \$	As described in each Named Insured's Certificate
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):	
Following Form Excess Liability Insurance Policy	
Additional information, if any, concerning the terrorism premium:	
N/A	
SCHEDULE – PART II	
Federal share of terrorism losses: 80% (Refer to Paragraph B of this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. 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 Part II of the Schedule of this endorsement) 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.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING
FORM EXCESS LIABILITY INSURANCE POLICY CONSTRUCTION EXCLUSION**

This Policy is amended as follows:

SECTION IV- EXCLUSIONS is amended to include the following:

- A. This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of, caused by, or resulting from, in whole or in part:
1. the development, construction, conversion, or demolition of any building or structure.
 2. any **claim, suit**, costs, or expenses arising out of, caused by, or resulting from, in whole or in part, any of the aforementioned activities.

This exclusion applies even if a **claim** or **suit** against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, contracting with, training, or monitoring of others by that insured.

This exclusion does not apply to any **claim** or **suit** arising out of, caused by, or resulting from, any repair or maintenance of any building or structure.

- B. This insurance does not apply to any **claim** or **suit** alleging in whole or in part::
1. **Bodily Injury** to:
 - (a) any insured's **employee, temporary worker, volunteer worker**, other worker or independent contractor;
 - (b) any contractor, subcontractor, sub-subcontractor, or anyone hired or retained by or for any insured; or
 - (c) any person, either directly or indirectly, employed by any contractor, subcontractor, sub-subcontractor, or anyone hired or retained by or for any insured, regardless of whether or not it is caused in whole or in part by any insured.
 2. Any obligation, even if assumed in a contract, agreement, or **insured contract** by any insured, to pay damages, defend, indemnify or contribute with another because of **bodily injury** to:
 - (a) any insured's **employee, temporary worker, volunteer worker**, other

- worker, or independent contractor;
 - (b) any contractor, subcontractor, sub-subcontractor, or anyone hired or retained by or for any insured; or
 - (c) any person, either directly or indirectly, employed by any contractor, subcontractor, sub-subcontractor, or anyone hired or retained by or for any insured, regardless of whether or not it is caused in whole or in part by any insured.
3. **Bodily injury** to the spouse, child, parent, brother or sister of any person, either directly or indirectly, employed by any contractor, subcontractor or sub-subcontractor hired or retained by or for any insured, or of any **employee, temporary worker, volunteer worker**, or other worker of any insured as a consequence of paragraphs (1) or (2) above.

This exclusion applies:

1. To all **claims** and **suits** by any person or organization for damages, indemnity and/or obligations to share damages with or repay someone else who must pay damages because of the **bodily injury**.
2. Regardless of where the:
 - (a) services are performed; or
 - (b) **bodily injury** occurs.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING

FORM EXCESS LIABILITY INSURANCE POLICY ABUSE OR MOLESTATION

EXCLUSION - ILLINOIS

The Policy is amended as follows:

SECTION IV. – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense for any person who actively participates in any act of sexual misconduct, sexual molestation or physical or mental abuse of any person.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING FORM EXCESS

LIABILITY INSURANCE POLICY

SPECIFIED DISEASES EXCLUSION - ILLINOIS

The Policy is amended as follows:

A. SECTION IV. –EXCLUSIONS, is amended to include the following exclusion:

This insurance does not apply to any liability, damage, loss, cost or expense arising out, resulting from, or related to, the actual or alleged transmission of any coronavirus, including, but not limited to:

- a. SARS-CoV-2 (the corona virus that causes Corona Virus Disease 2019, also known as CoVID-19);
- b. SARS-CoV (the corona virus that causes Severe Acute Respiratory Syndrome, also known as SARS); or
- c. MERS-CoV (the corona virus that causes Middle East Respiratory Syndrome, also known as MERS).

This exclusion applies:

- a. Whether the transmission of the coronavirus is by an insured person or by any other means; and
- b. Irrespective of whether any other cause, hazard, or risk contributes to or combines with the coronavirus to cause liability, damage, loss, cost or expense.

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

- a. Supervising, hiring, employing, training, or monitoring of others that may be infected with or otherwise spread a coronavirus;
- b. Testing for exposure to or infection with a coronavirus;
- c. Failure to prevent the spread of the coronavirus;
- d. Failure to report the coronavirus to the authorities;
- e. Failure to maintain any premises in a safe or hygienic condition; or
- f. Failure to warn of the possibility of exposure to a coronavirus or the risks associated with exposure to a coronavirus.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING FORM

EXCESS LIABILITY INSURANCE POLICY ELECTRONIC DATA (CYBER LIABILITY)

EXCLUSION

The Policy is amended as follows:

SECTION IV – EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of, relating to, based upon or attributable to the loss of, or alteration of, any electronic data, electronic information, computer applications software, computer operations software, or any other similar data, information or software in any computer hardware, computer system, computer network, or the **Internet**; or

Injury or damage to any computer hardware, computer system, computer network, or the **Internet** as a result of the loss or alteration as described in the paragraph above.

As used in this endorsement, **Internet** shall mean the worldwide public network of computers as it currently exists or may be manifested in the future, including the **Internet**, an intranet, an extranet or a virtual public network.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING

FORM EXCESS LIABILITY INSURANCE POLICY

HUMAN TRAFFICKING EXCLUSION

The Policy is amended as follows:

SECTION IV – EXCLUSIONS, is amended to include the following exclusion:

This Policy shall not apply to "Human Trafficking." This exclusion applies to any claims, liability, damages, loss, cost or expense of any kind arising out of, related to, based upon, attributable to, caused by, and/or in any way connected with "Human Trafficking", including, but not limited to:

Injury and damages of any type, including, but not limited to: property damage, personal and advertising injury, bodily injury, physical injury, mental injury, emotional distress, shock, mental anguish, humiliation, disability, disease, psychological injury, illness, and/or death, including allegations of wrongful death arising out of, related to, caused by, and/or in any way connected with "Human Trafficking".

"Human Trafficking" means the transporting, soliciting, using, recruiting, harboring, providing, enticing, maintaining, forcing, inducing, coercing, or obtaining another person for the purpose of exploitation of that person and/or to benefit from that person's work, labor or service. "Human Trafficking" includes, but is not limited to, "Sex Trafficking."

"Sex Trafficking" means transporting, soliciting, recruiting, harboring, providing, enticing, maintaining, forcing, inducing, coercing, or obtaining another person to perform sexual acts and/or other physical acts.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. FOLLOWING FORM EXCESS

LIABILITY INSURANCE POLICY

**PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) AND
RELATED CHEMICALS OR PRODUCTS EXCLUSION**

The Policy is amended as follows:

SECTION IV – EXCLUSIONS, is amended to include the following exclusion: This Policy

does not apply to any liability, damage, loss, cost or expense:

Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) and Related Chemicals or Products

Arising out of or in any way involving:

1. Perfluoroalkyl or polyfluoroalkyl substances (PFAS), also known as perfluorinated chemicals (PFCs), or related chemicals or products;
2. Any precursor of any substance or chemical listed in Paragraph 1. above;
3. Any additive to any substance or chemical listed in Paragraph 1. above; or
4. Any daughter compound or degradation by-product of any substance or chemical listed in Paragraph 1. above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

STARSTONE NATIONAL INSURANCE COMPANY FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

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

Throughout this policy the words “you” and “your” refer to the Named Insured. The words “we”, “us” and “our” refer to StarStone National Insurance Company, the company providing this insurance.

The word Insured means any person or organization qualifying as such in the **Followed Policy** but only to the extent which such Insured qualifies for coverage in the **Followed Policy**.

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

SECTION I. - COVERAGE

- A.** We will pay on behalf of the Insured the sums in excess of the Total Limits of Underlying Policies shown in **Item 6.** of the Declarations that the Insured becomes legally obligated to pay as damages.
- B.** This Policy applies only to damages covered by the **Followed Policy** as shown in **Item 7.** of the Declarations. Except as otherwise provided by this Policy, the coverage follows the definitions, terms, conditions, limitations and exclusions of the **Followed Policy** in effect at the inception of this Policy.
- C.** This Policy applies only to damages arising out of any claim or of any occurrence likely to give rise to a claim, of which no **Responsible Insured** was aware prior to the Inception Date set forth in **Item 2.** of the Declarations, regardless of whether such **Responsible Insured** believed such claim or occurrence would involve this Policy.
- D.** Notwithstanding **A.**, **B.** and **C.** above, in no event will this Policy follow the terms, conditions, exclusions or limitations in the **Followed Policy** or provide coverage under this Policy with respect to or as a result of any of the following clauses or similar clauses in the **Followed Policy**:
 - 1. Liberalization clause;
 - 2. Crisis Management or Crisis Response endorsement; or
 - 3. Sublimit of liability, unless coverage for such sublimit is specifically endorsed to this Policy.
- E.** The amount we will pay for damages is limited as described in **SECTION II. – LIMITS OF LIABILITY**.

If we are prevented by law from paying on behalf of the Insured, we will indemnify you for damages covered under the terms of the Policy, which you become legally obligated to pay.

SECTION II. - LIMITS OF LIABILITY

- A.** The Limits of Liability shown in the Declarations and the rules below describe the most we will pay regardless of the number of:

**STARSTONE NATIONAL INSURANCE COMPANY FOLLOWING
FORM EXCESS LIABILITY INSURANCE POLICY**

1. Insureds;
2. Claims made or suits brought; or
3. Persons or organizations making claims or bringing suits.

B. The Limits of Liability of this Policy will apply as follows:

1. This Policy applies only in excess of the Total Limits of Underlying Policies shown in **Item 6.** of the Declarations.
2. If our Limits of Liability stated in **Item 5.** of the Declarations are less than the total Limits of Liability stated in **Item 5.**, the limits of our liability shall be that proportion of all damages which our Limits of Liability bear to the total Limits of Liability in **Item 5.** and which is in excess of the Total Limits of Underlying Policies stated in **Item 6.** of the Declarations.
3. Subject to Paragraph **B.2.** above, the Per Occurrence Limit stated in **Item 5.** of the Declarations is the most we will pay for all damages arising out of any one occurrence to which this Policy applies.
4. Subject to Paragraphs **B.2.** and **B.3.** above, the limit stated in **Item 5.** of the Declarations for the Products/Completed Operations Aggregate is the most we will pay for all damages during our policy period under the products-completed operations hazard.
5. Subject to Paragraphs **B.2.** and **B.3.** above, the limit stated in **Item 5.** of the Declarations for the Other Aggregate is the most we will pay for all damages, except for damages covered under the products-completed operations hazard, that are subject to an aggregate limit provided by the **Followed Policy.** The Other Aggregate Limit applies separately and in the same manner as the aggregate limits provided by the **Followed Policy.**
6. Subject to Paragraphs **B.2.**, **B.3.**, **B.4.** **B.5.** above, if the Total Limits of Underlying Policies stated in **Item 6.** of the Declarations are reduced or exhausted solely by payment of damages to which this Policy applies, such insurance provided by this Policy will apply in excess of the reduced Limits of Underlying Policies, or if all Limits of Underlying Policies are exhausted, will apply as underlying insurance subject to the same terms, conditions, definitions and exclusions of the **Followed Policy**, except for the terms, conditions, definitions and exclusions of this Policy.
7. This Policy will not apply in excess of any reduced or exhausted Limits of Underlying Policies to the extent such reduction or exhaustion is caused by payment of damages that are not covered under this Policy. This provision applies whether the lack of coverage under this Policy arises:
 - a. From a difference between the terms, conditions, definitions and exclusions of this Policy and the **Underlying Policies**; or
 - b. From injury or damage occurring outside the coverage period of this Policy.

**STARSTONE NATIONAL INSURANCE COMPANY FOLLOWING
FORM EXCESS LIABILITY INSURANCE POLICY**

8. Defense costs to which this Policy applies shall not reduce the Limits of Liability of this Policy, except to the extent defense costs reduce the limits of liability of the **Followed Policy** or **Underlying Policies**.
9. The Limits of Liability of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining our Limits of Liability.

SECTION III. – DEFENSE

- A. We will not be required to assume charge of the investigation of any claim or defense of any suit against an Insured.
- B. We will have the right, but not the duty, to be associated with an Insured or underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability on us for payment under this Policy.
- C. If all Limits of Underlying Policies stated in **Item 6.** of the Declarations are exhausted solely by payment of damages, we shall have the right but not the duty to investigate and settle any claim or assume the defense of any suit, which in our opinion may give rise to a payment under this Policy. We may, however, withdraw from the defense of such suit and tender the continued defense to an Insured if our applicable Limit of Liability stated in **Item 5.** of the Declarations are exhausted by payment of damages.
- D. If we exercise our rights under Paragraphs **B.** or **C.** above, we will do so at our own expense, and any such payments will not reduce the Limits of Liability provided by this Policy, unless such payments reduce the Limits of Underlying Policies. If defense payments reduce the Limits of Underlying Policies, they will also reduce the Limits of Liability provided by this Policy.

SECTION IV. - EXCLUSIONS

This Policy does not apply to any liability, damage, loss, cost or expense:

A. ASBESTOS

Arising out of:

1. The manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos;
2. Any obligation of an Insured to indemnify any party because of damages arising out of the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos,

STARSTONE NATIONAL INSURANCE COMPANY FOLLOWING

FORM EXCESS LIABILITY INSURANCE POLICY

asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos; or

3. Any obligation to defend any suit or claim against an Insured that seeks damages if such suit or claim arises as the result of the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos.

B. LAWS VARIOUS

Imposed on an Insured, or an Insured's insurer:

1. Under any of the following laws: Uninsured motorists, Underinsured motorists, Auto no-fault laws or other first party personal injury laws, or medical expense benefits and income loss benefits laws of any applicable state or jurisdiction.
2. For any obligation of an Insured under any workers compensation, disability benefits or unemployment compensation law or any similar law.
3. For any obligations incurred or imposed upon an Insured (or which are imputed to an Insured) under the Employee Retirement Income Security Act of 1974, Public Law 93-406 and any law amendatory thereof.

C. NUCLEAR

1. With respect to which an Insured under this Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy 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.
3. Bodily injury or **nuclear property damage** resulting from the **hazardous properties of nuclear material**, if:
 - a. The **nuclear material**:

**STARSTONE NATIONAL INSURANCE COMPANY FOLLOWING
FORM EXCESS LIABILITY INSURANCE POLICY**

- 1) Is at any **nuclear facility** owned by, or operated by or on behalf of, an Insured; or
- 2) Has been discharged or dispersed therefrom;
- b. 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
- c. The bodily injury or **nuclear 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 Sub-paragraph c. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

As used in this Exclusion C.:

1. **Hazardous properties** include radioactive, toxic or explosive properties;
2. **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; or
 - 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;
3. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**;
4. **Nuclear property damage** includes all forms of radioactive contamination of property.
5. **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;

**STARSTONE NATIONAL INSURANCE COMPANY FOLLOWING
FORM EXCESS LIABILITY INSURANCE POLICY**

6. **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;
7. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;
8. **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
 - c. 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**.

D. POLLUTION LIABILITY

1. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or
2. Arising out of pollution cost or expense.

However, if insurance for bodily injury or property damage for such discharge, dispersal, seepage, migration, release or escape of pollutants, or pollution cost or expense, is provided by the **Underlying Policies**:

1. This exclusion shall not apply; and
2. The insurance provided by this Policy will not be broader than the insurance coverage provided by the **Underlying Policies**.

E. WAR

Bodily injury, personal injury or property damage that results from, or any condition that is incidental to, any of the following: **(a)** war, whether or not declared; **(b)** civil war; **(c)** insurrection; **(d)** rebellion; **(e)** revolution; **(f)** warlike operations.

SECTION V. - DEFINITIONS

The following Definitions apply to this Policy:

- A. Executive Officer** means the Chairman of the Board, President, Chief Executive, Operating, Financial and Administrative Officers, Managing Directors, or any Executive or Senior Vice President of the Insured. Where such title is inapplicable, the equivalent level of personnel shall be substituted.

**STARSTONE NATIONAL INSURANCE COMPANY FOLLOWING
FORM EXCESS LIABILITY INSURANCE POLICY**

- B. Followed Policy** means the policy listed in **Item 7.** of the Declarations of this Policy.
- C. Responsible Insured** means an **Executive Officer** of the Insured, or any manager or equivalent level employee in the Insured's Risk Management, Insurance or Law Department.
- D. Underlying Policies** means those policies that comprise the Total Limits of Underlying Policies scheduled in **Item 6.** of the Declarations of this Policy and any other applicable underlying insurance, including any self-insured retentions.

SECTION VI. – CONDITIONS

A. BANKRUPTCY OR INSOLVENCY

1. The bankruptcy, insolvency or inability to pay of any Insured, or of any Insured's estate, will not relieve us of our obligation to pay damages covered by this Policy.
2. In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer, the insurance afforded by this Policy will not replace such underlying insurance, but will apply as if all the limits of any underlying insurance is fully available and collectible.

B. CANCELLATION

1. You may cancel this Policy. You must mail or deliver advance written notice to us stating when the cancellation is to be effective.
2. We may cancel this Policy. If we cancel because of non-payment of premium, we will mail or deliver to you not less than fifteen (15) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than sixty (60) days advance written notice stating when the cancellation is to take effect. Mailing notice to you at your mailing address shown in **Item 1.** of the Declarations will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this Policy was in force.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this Policy was in force and our short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of the cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

**STARSTONE NATIONAL INSURANCE COMPANY FOLLOWING
FORM EXCESS LIABILITY INSURANCE POLICY**

C. CHANGES IN FOLLOWED POLICIES

If during the policy period of this Policy, the terms, conditions, exclusions or limitations of the **Followed Policy** are changed in any manner from those in effect on the inception date of this Policy, you will give us, as soon as practicable, written notice of the full particulars of such changes. This Policy shall become subject to any such changes upon the effective date of the changes in the **Followed Policy**, but only upon the condition that we agree to follow such changes in writing and you agree to any additional premium or amendment of the provisions of this Policy required by us relating to such changes. Such change in coverage is conditioned upon your payment when due of any additional premium required by us relating to such changes.

D. COVERAGE TERRITORY

The Coverage Territory shall be deemed to be anywhere in the world, with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided a claim or suit for damages within the Coverage Territory must be brought within the United States of America.

Payments under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U. S. Treasury Department's Office of Foreign Assets Control ("OFAC").

E. MAINTENANCE OF UNDERLYING INSURANCE

During the period of this Policy, you agree:

1. To keep the policies making up the Total Limits of Underlying Policies in **Item 6.** of the Declarations in full force and effect;
2. That the limits of insurance of the **Underlying Policies** will be maintained except for any reduction or exhaustion of aggregate limits by payment of claims or suits for damages covered by **Underlying Policies**;
3. **Underlying Policies** may not be canceled or not renewed by you without notifying us, and you agree to notify us in the event an insurance company cancels or declines to renew any **Underlying Policies**;
4. Renewals or replacements of the **Followed Policy** will not be materially changed without our agreement.

Your failure to comply with these requirements will not invalidate this Policy, but in the event of such failure, we will only be liable to the same extent as if there had been full compliance with these requirements.

**STARSTONE NATIONAL INSURANCE COMPANY FOLLOWING
FORM EXCESS LIABILITY INSURANCE POLICY**

F. PAYMENT OF PREMIUM

The first Named Insured listed in **Item 1.** of the Declarations of this Policy shall be responsible for and act on behalf of all Insureds with respect to the payment of any premiums due under this Policy, and for the receipt of any premium refund that may become payable under this Policy.

G. REQUIRED NOTICES TO INSURER BY INSURED

1. Notice of Occurrence, Offense, Claim or Loss

- a.** You or an Insured shall give written notice as soon as practicable to us of any occurrence, offense, claim or suit likely to involve this Policy.
- b.** Without limiting the requirements of paragraph **a.** above, you or an Insured shall separately, and as soon as practicable, give written notice to us when a payment is made or reserve established for any occurrence, offense, claim or suit which has brought the total of all payments and reserves by you or an Insured or Underlying Insurers to a level of fifty percent (50%) or more of the Underlying Aggregate Limit.

2. Notice Regarding Material Change

You shall give written notice to us of the following events as soon as practicable but in no event later than thirty (30) days after an Insured has become aware of the event: that the Named Insured is consolidating with or merging with or into, or transferring all or substantially all of its assets to, or acquiring or being acquired by any natural person or entity or group of natural persons and/or entities acting in concert.

With respect to the Notice required in Paragraphs **1.** and **2.** of this Condition **G.**, notice to an Underlying Insurer shall not constitute notice to us. Notice under this Policy shall be given to us at the appropriate address set forth in **Item 9.** of the Declarations of this Policy.

H. RESTRICTIVE AS UNDERLYING

Notwithstanding any provision to the contrary in this Policy, including, without limitation, **SECTION I. – COVERAGE** of this Policy, if any **Underlying Policy** with limits in excess of the **Followed Policy** but underlying to this Policy (the “Intervening Policy”) contains warranties, terms, conditions, exclusions or limitations more restrictive than the **Followed Policy**, whether on the effective date of this Policy or at any time during the Policy Period of this Policy, then this Policy shall be deemed to follow those more restrictive warranties, terms, conditions, exclusions or limitations of the Intervening Policy.

I. SERVICE OF SUIT



Part of the Core Specialty Group

201 E. Fifth Street, Suite 1200
Cincinnati, OH 45202
Tel: 844-722-7827
Fax: 513-599-7501
www.corespecialty.com

Pursuant to any statute of any state, territory or District of the United States which makes provision therefore,
we hereby designate the Superintendent, Commissioner or Director of Insurance or other



201 E. Fifth Street, Suite 1200
Cincinnati, OH 45202
Tel: 844-722-7827
Fax: 513-599-7501
www.corespecialty.com

**STARSTONE NATIONAL INSURANCE COMPANY FOLLOWING
FORM EXCESS LIABILITY INSURANCE POLICY**

officer specified for that purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder, arising out of this Policy.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its Authorized Representative and countersigned on the Declarations Page by a duly authorized agent of the Insurer.

President

Secretary