Members Wording

eSellers RPG, Inc. - 'Pay-As-You-Sell' Commercial General Liability Insurance USA

Period

From: 1ST JULY 2025 To: 1ST JULY 2026

LIBRARY NUMBER: AMP-US0070125-00

Master Policy Risk Purchasing Group: eSellers RPG, Inc. and its insured members, c/o Mandell Menkes LLC [1 N Franklin St #900, Chicago, IL 60606]

This policy consists of: Declarations
One or more coverage parts. A coverage part consists of:
— One or more coverage forms
— Applicable forms and endorsements

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

QBE® Specialty Insurance Company
A Stock Company

STATE ENDORSEMENT (AS APPLICABLE)

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PRODUCTS/COMPLETED OPERATIONS 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
PRODUCTS/COMPLETED OPERATIONS

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" included within the "products-completed operations hazard" 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.

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

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. 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.

g. 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; or

(4) Personal property in the care, custody or control of the insured.

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)** and **(4)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

h. Damage To Your Product

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

i. 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.

j. 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.

k. 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.

l. 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.

SUPPLEMENTARY PAYMENTS

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. 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.

c. 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.

d. 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.

e. 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.

f. 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** – Coverages – 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.

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":

(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" 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 **(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 **(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.

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; and

b. Coverage does not apply to "bodily injury" or "property damage" that occurred 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 Aggregate Limit is the most we will pay for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

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 – PRODUCTS/COMPLETED OPERATIONS 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, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" 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".

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 this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

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 **b.** below.

b. 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. "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".

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

3. "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 goods or products made or sold by you in the territory described in Paragraph **a.** above;

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.

4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

6. "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.

7. "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 Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

8. "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".

9. "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".

10. "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 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".

11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

12. "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 included.

13. "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.

14. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" 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.

15. "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.

16. "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.

17. "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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-APPROVED PRODUCTS ENDORSEMENT

Name of Insured:	
Policy Number:	
Endorsement Number:	1
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following exclusion is added to the policy:

Non approved products

Notwithstanding anything contrary in the policy, this insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" or any other loss, cost, or expense arising out of or in any way related, in whole or in part, to any of "your products" that are not approved for sale by or in the "sales channel" or by or in the jurisdiction in which "your product" is sold.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM ADJUSTMENT ENDORSEMENT

Name of Insured:	
Policy Number:	
Endorsement Number:	2
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following changes are made to the policy and delete, supersede, and replaced the **Premium** and **Premium Audit** conditions of the policy:

PREMIUM CONDITIONS

1. MINIMUM PREMIUM

A. This policy has a MINIMUM PREMIUM as stated on the Declarations. The MINIMUM PREMIUM is computed based on the type of "your products" that you sell. It is an annual premium, which is invoiced to you monthly.

B. We will retain the MINIMUM PREMIUM, and it is not returnable to you as this premium is deemed fully earned.

C. If you change the type of "your product" that you sell during the policy period, this may cause an increase in the MINIMUM PREMIUM.

2. ADJUSTMENT PREMIUM

A. Once you have generated USD 10,000 in sales revenue in one month from the sale of "your products" across all your sales channels, the MINIMUM PREMIUM is subject to an upward adjustment.

B. You will be charged an additional premium computed based on your sales revenue. This adjusted amount will be invoiced to you monthly in addition to the MINIMUM PREMIUM and is the ADJUSTMENT PREMIUM. Up until you have generated USD 10,000 sales revenue in any one month, you will only pay the MINIMUM AND DEPOSIT PREMIUM.

C. Each month the amount of additional premium you pay may vary depending upon the amount of sales revenue you have generated and the products you have sold.

3. PREMIUM OBLIGATIONS

A. Any reference to premium in this section includes the MINIMUM PREMIUM and the ADJUSTMENT PREMIUM.

B. 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.

C. We will compute all premiums for this policy in accordance with our rules and rates

D. The first Named Insured consents to:

1. Allow us access to your "sales channels", accounting systems and CMS to obtain information and monitor your sales revenue for computation of the premium and to monitor "your product" data;
2. Provide us with accurate data for "your product" and sales thereof from any non-connected "sales channels".

E. If the first Named Insured refuses to allow us access to or refuses to provide us its sales revenue or data relating to "your product" collected in its "sales channels", accounting systems and CMS or non-connected "sales channels" then we shall, at our sole discretion have:

1. The option to cancel the policy with 30 days written notice;
2. The option to initiate all legal and/or equitable remedies available in a court of proper jurisdiction to enforce the terms of this policy and accomplish provision to the sales revenue and product data to allow us to compute the premium.

F. Premiums are due and payable on invoicing to the first Named Insured. Interest allowed by your state laws, or if no such laws, then ten percent (10%) interest, shall begin to accrue thirty (30) days after such invoicing on all amounts due from the first Named Insured.

G. The first Named Insured further agrees to pay the Company, upon demand, all reasonable attorneys' fees, collection costs, and court costs required by the Company to enforce its rights and remedies under either option **1.** or option **2.** set forth in Clause **3.E.** above.

H. In accordance with State laws, you will be subject to payment of tax on both the MINIMUM PREMIUM and any adjusted amount.

4. The Policy is amended with the addition of the following clause:

PREMIUM PAYMENT WARRANTY

WE WILL ATTEMPT TO COLLECT PREMIUM PAYMENT WITHIN 7 DAYS OF YOUR MONTHLY INVOICE. ALL PREMIUM DUE TO US UNDER THIS POLICY IS PAYABLE BY YOU WITHIN 14 DAYS FROM THE DATE OF YOUR MONTHLY INVOICE.

NON-RECEIPT OF THE PREMIUM BY MIDNIGHT LOCAL STANDARD TIME ON THE PREMIUM DUE DATE SHALL RENDER THIS POLICY VOID UPON 10 DAYS' WRITTEN NOTICE.

5. The following conditions are added to the policy and supersede anything to the contrary:

EXAMINATION OF YOUR BOOKS AND RECORDS ("SALES CHANNELS")

We may examine and audit your books and records, including any data from any "sales channels" or non-connected "sales channels" as they relate to this policy at any time during the coverage period and up to three years afterward.

REPRESENTATIONS – SALES CHANNELS

You warrant that during the policy period you will notify us within three days of any of the following occurring:

a. You add, remove or change the type of "your product" that you sell; or

b. You add, remove or change the "sales channels" on which you sell "your products".

No coverage will be provided for any changes of "your product" or "sales channel" until we have confirmed in writing that we have accepted those changes.

c. You further warrant that you will accurately and clearly describe and categorize "your products" in all online listings and sales channels. This includes using product names and descriptions that reasonably reflect the true nature, purpose, and intended use of each such product. You acknowledge that misleading, vague, abbreviated, or non-standard listings (including but not limited to use of generic codes or regional abbreviations) may result in "your product" not being correctly identified for underwriting purposes. We shall not be liable for any claim or loss arising from products that were not accurately described in a way that reasonably enabled risk identification.

6. The following definition is added to the policy:

"Sales Channels" means the online marketplaces, and eCommerce websites on which you sell "your products".

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SALES ON AMAZON SPECIFIC TERMS AND CONDITIONS

Name of Insured:	
Policy Number:	
Endorsement Number:	3
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following condition is added to the policy and applies to all coverages provided hereunder:

In consideration of the premium charged for this Policy, it is hereby understood and agreed that any claim, "occurrence", "suit", or damages which may be covered by this insurance, may first be subject to the Amazon North America A-Z Claims Settlement Scheme.

Should any claim or "occurrence" notified to this Policy be subject to any payment by Amazon under that scheme, then such payment will be deducted from any damages paid by us.

Any decision taken by Amazon under the North America A-Z Claims Settlement Scheme is not binding on us

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHOICE OF LAW AND JURISDICTION

Name of Insured:	
Policy Number:	
Endorsement Number:	4
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following condition is added to the policy:

Choice of Law and Jurisdiction

All matters and causes of action (whether in contract, tort or statutory) arising out of, in connection with or relating to this policy shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the choice of law or conflict of law rules or principles of the state or territory in which a claim is made.

Each insured and the Company agree that all actions arising out of, in connection with or relating to this policy shall be brought only in a federal or state court in the State of New York, County of New York (the "Forum Courts"). Each insured: (a) consents to personal jurisdiction in the Forum Courts; (b) waives any objection to venue in the Forum Courts; (c) waives any objection that the Forum Courts are an inconvenient forum; and (d) agrees not to commence or maintain any action arising out of, in connection with or relating to this Policy in any court other than in the Forum Courts.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LAW GOVERNING INSURABILITY OF PUNITIVE DAMAGES

Name of Insured:	
Policy Number:	
Endorsement Number:	5
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. The following condition is added to added to **SECTION IV – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS**:

Law Governing Insurability of Punitive Damages

"Punitive damages" will be considered damages to which this insurance applies, but only if:

1. The "punitive damages" are awarded by a court of law in a judgment against the insured;
2. The same judgment also awards compensatory damages that arise out of the same "occurrence" and are covered by this policy. However, this condition shall not apply where the law of the U.S. jurisdiction under which the "punitive damages" are awarded does not permit an award of compensatory damages for the cause of action; and
3. Such award of "punitive damages" is insurable under the law of a U.S. jurisdiction where that jurisdiction has a substantial relationship to the claim, action, insured or the insurer, including, but not limited to, any of the following:
   a. The state of the insured's incorporation or principal place of business;
   b. The state where the "suit" or claim giving rise to the action seeking damages is brought;
   c. The state where the "bodily injury", "property damage", or "personal and advertising injury" occurred;
   d. The state where the policy was issued; or
   e. The state where we are incorporated or have our principal place of business.

If all three of the above conditions are satisfied, we will follow the law of such jurisdiction that is the most favorable to the insured in determining whether coverage for such "punitive damages" is insurable.

4. Coverage for such "punitive damages" will not be considered damages to which this insurance applies if:
   a. The insured seeking coverage for an award of "punitive damages" brings suit against us seeking a declaration of coverage under the policy in a jurisdiction that does not recognize or permit the insurability of the "punitive damages" award; or
   b. The court that enters the judgment awarding "punitive damages" against the insured also orders that the insured may not seek insurance coverage for "punitive damages".

B. Notwithstanding anything to the contrary herein or elsewhere in this policy, the provisions of this endorsement remain subject to all exclusions in this policy or included by endorsement, including, but not limited to, the **Expected or Intended Injury or Damage** exclusion.

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

"Punitive damages" means: punitive or exemplary damages awarded by a court above and beyond the requirements for compensating a plaintiff and are intended to reform or deter the defendant and similar person from subsequently pursuing a course of action such as the action that damaged the plaintiff.

"Punitive damages" does not include such damages imposed on account of intentional, willful or wanton conduct or egregious disregard for the life or health of persons, civil or criminal fines or penalties imposed by federal, state or local governmental body or authority. However, if such damages are imposed on account of intentional, willful or wanton conduct or egregious disregard for the life or health or persons, then such damages shall be covered by this policy, but only such damages as are assessed directly against the "Named Insured" resulting from the acts of "employees" acting on their own without the knowledge or direction from the "Named Insured".

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE WITHIN LIMITS – PRODUCTS/COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

"DEFENSE EXPENSES" ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. ALL PAYMENTS FOR DAMAGES AND "DEFENSE EXPENSES" ARE WITHIN THE POLICY LIMITS OF INSURANCE.

A. Paragraph **1.a.** of **Section I – Coverages** is replaced by the following:

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" included within the "products-completed operations hazard" 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 and "defense expenses" 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, settlements or "defense expenses".

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

B. Section I – Supplementary Payments **is replaced by the following:**

Supplementary Payments

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

1. 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.

2. 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.

3. 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.

C. Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** are replaced by the following:

2. The Aggregate Limit is the most we will pay for damages because of "bodily injury", "property damage" and "defense expense" included in the "products-completed operations hazard".

3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for damages because of all "bodily injury", "property damage" and "defense expense" arising out of any one "occurrence".

D. The following definition is added to the **Definitions** section:

"Defense expense":

1. Means payments allocated to a specific claim or "suit" we investigate, settle or defend, for its investigation, settlement or defense, including:

a. Fees and salaries of attorneys and paralegals we retain, including attorneys and paralegals who are our "employees".

b. Fees of attorneys the insured retains when by mutual agreement or court order the insured is given the right to retain defense counsel to defend a "suit".

c. All other litigation expenses.

d. 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".

2. Does not include:

a. Salaries and expenses of our "employees" or the insured's "employees" (other than those described in Paragraphs **D.1.a.** and **D.1.d.** above) and does not include fees and expenses of independent adjusters we hire.

b. Expenses or interest paid or payable under Paragraph **B.** of this endorsement.

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 – http//www.treas.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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF PROCESS ENDORSEMENT

When a cause of action arises in any of the states listed below, service of process applies as shown below for that state. As used in this endorsement, “the Company” shall mean QBE Specialty Insurance Company.

ALABAMA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Alabama 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 insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 2 North Jackson Street, Suite 605, Montgomery, AL 36104 as the person to whom the Commissioner shall mail process.

ALASKA Service of Process Clause

Upon any cause of action arising in Alaska under this contract, the Company may be sued. The Company appoints the Director of Insurance for the State of Alaska as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Director, or his successors in office, shall be lawful service upon the Company. The Company further designates CT Corporation System, 8585 Old Dairy Road, Suite 208, Juneau, AK 99801 as the person to whom the Director is authorized to mail such process or a true copy thereof.

ARIZONA Service of Process Clause

Upon any cause of action arising in Arizona under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance of the State of Arizona by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 3800 North Central Avenue, Suite 460, Phoenix, AZ 85012, as the person to whom the Director shall mail process.

ARKANSAS Service of Process Clause

Upon any cause of action arising in Arkansas under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Arkansas and his successors in office by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 320 S. Izard Street, Little Rock, AR 72201-2114 as the person to whom the Commissioner shall mail process.

CALIFORNIA Service of Suit Clause

The Company hereby designates CT Corporation System, 330 North Brand Boulevard, Glendale, California 91203-2336 as its true and lawful attorney in and for the State of California, upon whom all lawful process may be served in any action, suit or proceeding instituted in California by or on behalf of any insured or beneficiary against the Company arising out of this insurance policy, provided a copy of any process, suit, complaint or summons is sent by certified or registered mail to: 55 Water Street, 19th Floor, New York, NY 10041.

COLORADO Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance for the State of Colorado. The Company further designates CT Corporation System, 7700 East Arapahoe Road, Suite 220, Centennial, CO 80112 as the person to whom the Commissioner shall mail process or a true copy thereof.

CONNECTICUT Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance for the State of Connecticut as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 357 East Center Street, Suite 2J, Manchester, CT 06040-4471as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

DELAWARE Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Delaware 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 insured or any beneficiary arising out of this contract of insurance. The Company further designates Delaware Department of Insurance, 1351 West North Street, Suite 101, Dover, DE 19904 as the person to whom the Commissioner shall mail process.

DISTRICT OF COLUMBIA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the District of Columbia 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 insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 1015 15th Street, NW, Suite 1000, Washington, DC 20005 as the person to whom the Commissioner shall mail process.

FLORIDA Service of Process Clause

The Company hereby designates the Chief Financial Officer of the Department of Financial Services as its agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1200 South Pine Island Road, Plantation, FL 33324 as the person to whom the Chief Financial Officer shall mail process.

GEORGIA Service of Process

Upon any cause of action under this policy, the Company may be sued in the superior court of the county in which the cause of action arose. The Company appoints the Georgia Commissioner of Insurance as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 289 South Culver Street, Lawrenceville, GA 30046 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

HAWAII Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance for the State of Hawaii as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 900 Fort Street Mall, Suite 1680, Honolulu, HI 96813 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

IDAHO Service of Process Clause

Upon any cause of action arising in Idaho under this contract, the Company may be sued in the district court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of the Department of Insurance of the State of Idaho. The Company further designates CT Corporation System, 10020 W. Fairview Avenue, Suite 104, Boise, ID 83704-8570 as the person to whom the Director shall mail process.

ILLINOIS Service of Process Clause

The Company hereby designates the Director of the Illinois Department of Insurance and his 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 insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 208 South LaSalle Street, Suite 814, Chicago, IL 60604 as the person to whom the Director shall mail process.

INDIANA Service of Process Clause

Upon any cause of action arising in Indiana under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Indiana by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 334 North Senate Avenue, Indianapolis, IN 46204-1708 as the person to whom the Commissioner shall mail process.

IOWA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Iowa 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 insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 400 East Court Avenue, Suite 110, Des Moines, Iowa 50309 as the person to whom the Commissioner shall mail process.

KANSAS Service of Process Clause

Upon any cause of action arising in Kansas under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Kansas and his successor or successors in office. The Company further designates The Corporation Company, Inc., 112 S.W. Seventh Street, Suite 3C, Topeka, KS 66603 as the person to whom the Commissioner shall mail process.

KENTUCKY Service of Process Clause

Upon any cause of action arising in Kentucky under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Kentucky Secretary of State by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 306 West Main Street, Suite 512, Frankfort, KY 40601 as the person to whom the Secretary of State shall mail process.

LOUISIANA Service of Process Clause

Upon any cause of action arising in Louisiana under this contract, the Company may be sued in the district court of the parish in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Louisiana Secretary of State. The Company further designates CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, LA 70816 as the person to whom the Secretary of State shall mail process.

MAINE Service of Process Clause

Upon any cause of action arising in this State under this policy, the Company may be sued in the Superior Court. Service of legal process against the Company may be made in any such action by service of two copies upon the designated agent. The Company further designates CT Corporation System, 3 Chase Avenue, Augusta, ME 04330 as the agent.

MARYLAND Service of Process Clause

Upon any cause of action arising in Maryland under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Insurance Commissioner of the State of Maryland by the clerk of the court in which the action is brought. The Company further designates The Corporation Trust Incorporated, 2405 York Road, Suite 201, Lutherville Timonium, MD 21093 as the person to whom the Commissioner shall mail process.

MASSACHUSETTS Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Massachusetts 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 insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 155 Federal Street, Suite 700, Boston, MA 02110 as the person to whom the Commissioner shall mail process.

MICHIGAN Service of Process Clause

Upon any cause of action arising in Michigan under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance, c/o Resident Agent, of the State of Michigan by the clerk of the court in which the action is brought. The Company further designates The Corporation Company, 40600 Ann Arbor Road East, Suite 201, Plymouth, MI 48170 as the person to whom the Commissioner shall mail process.

MINNESOTA Service of Process Clause

Upon any cause of action arising in Minnesota under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Commerce of the State of Minnesota by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, Inc., 1010 Dale Street North, Saint Paul, MN 55117 as the person to whom the Commissioner shall mail process.

MISSISSIPPI Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Mississippi 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 insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, MS 39232 as the person to whom the Commissioner shall mail process.

MISSOURI Service of Process Clause

Upon any cause of action arising in Missouri under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance of the State of Missouri and his successors in office by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 5661 Telegraph Road, Suite 4B, St. Louis, MO 63129-4275 as the person to whom the Director shall mail process.

MONTANA Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance of the State of Montana as its attorney for acceptance of the service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 3011 American Way, Missoula, MT 59808 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

NEBRASKA Service of Process Clause

Upon any cause of action arising in Nebraska under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance of the State of Nebraska. The Company further designates CT Corporation System, 5601 South 59th Street, Suite C, Lincoln, NE 68516 as the person to whom the Director shall mail process.

NEVADA Service of Process Clause

Upon any cause of action arising in Nevada under this contract, the Company may be sued in a district court of Nevada. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Nevada or the Commissioner's authorized representative. The Company further designates The Corporation Trust Company of Nevada, 701 South Carson Street, Suite 200, Carson City, NV 89701 as the person to whom the Commissioner shall mail process.

NEW HAMPSHIRE Service of Process Clause

Upon any cause of action arising in New Hampshire under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of New Hampshire by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 2½ Beacon Street, Concord, NH 03301-4447 as the person to whom the Commissioner shall mail process.

NEW JERSEY Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of New Jersey 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 insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 820 Bear Tavern Road, West Trenton, NJ 08628 as the person to whom the Commissioner shall mail process.

NEW MEXICO Service of Process Clause

Upon any cause of action arising in New Mexico under this contract, the Company may be sued in the district court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Superintendent of Insurance of the State of New Mexico by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 206 South Coronado Avenue, Espanola, NM 87532 as the person to whom the Superintendent shall mail process.

NEW YORK Service of Process Clause

The Company hereby designates the Superintendent of Financial Services of the State of New York, and his successors in office, as its true and lawful attorney upon whom all lawful process may be served in any action, suit, or proceeding instituted in this State by or on behalf of the insured or any beneficiary against the Company arising out of this policy of insurance. The Company further designates Mohamed Dansoko c/o C T Corporation System 28 Liberty Street
New York, NY 10005 as the person to whom the Superintendent shall mail process.

NORTH CAROLINA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of North Carolina, and his successor(s) 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 insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 160 Mine Lake Court, Suite 200, Raleigh, NC 27615 as the person to whom the Commissioner shall mail process.

NORTH DAKOTA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of North Dakota 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 insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 120 West Sweet Avenue, Bismarck, ND 58504 as the person to whom the Commissioner shall mail process.

OHIO Service of Process Clause

Upon any cause of action arising in Ohio under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Superintendent of Insurance of the State of Ohio by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 4400 Easton Commons Way, Suite 125, Columbus, OH 43219 as the person to whom the Superintendent shall mail process.

OKLAHOMA Service of Process Clause

Upon any cause of action arising in Oklahoma under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Oklahoma by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 1833 South Morgan Road, Oklahoma City, OK 73128 as the person to whom the Commissioner shall mail process.

OREGON Service of Process Clause

Upon any cause of action arising in Oregon under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. The Company further designates CT Corporation System, 780 Commercial Street SE, Suite 100, Salem, OR 97301 as the person to whom the process shall be mailed.

PENNSYLVANIA Service of Process Clause

Upon any cause of action arising in Pennsylvania under this contract, the Company may be sued in the court of the county in which the cause of action arose. The Company hereby designates the Commissioner of Insurance of the Commonwealth of Pennsylvania 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 insured or any beneficiary arising out of this contract of insurance. Service of process shall be made pursuant to the procedures provided by 42 Pa.C.S. Ch. 53 Subch. B (relating to interstate and international procedure). The Company further designates CT Corporation System, 600 North 2nd Street, Suite 401, Harrisburg, PA 17101 as the person to whom the Commissioner shall mail process.

RHODE ISLAND Service of Process Clause

Upon any cause of action arising in Rhode Island under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Rhode Island by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 450 Veterans Memorial Parkway, Suite 7A, East Providence, RI 02914 as the person to whom the Commissioner shall mail process.

SOUTH CAROLINA Service of Process Clause

The Company hereby designates the Director of Insurance of the State of South Carolina 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 insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 2 Office Park Court, Suite 103, Columbia, SC 29223 as the person to whom the Director shall mail process.

SOUTH DAKOTA Service of Process Clause

Any cause of action against the Company arising in South Dakota under this policy shall be brought in the circuit court for the county in which the cause of action arose. Service of legal process against the Company may be made in any such action by service upon the Director of Insurance of the State of South Dakota and his successors in office. The Company further designates CT Corporation System, 319 South Coteau Street, Pierre, SD 57501 as the person to whom the Director shall mail a copy of the process.

TENNESSEE Service of Process Clause

The Company hereby designates the Commissioner of Commerce and Insurance of the State of Tennessee 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 insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 300 Montvue Road, Knoxville, TN 37919 as the person to whom the Commissioner shall mail process.

TEXAS Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Texas 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 insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, TX 75201 as the person to whom the Commissioner shall mail process.

UTAH Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Utah as its agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1108 East South Union Avenue, Midvale, UT 84047 as the person to whom the Commissioner shall mail process.

VERMONT Service of Process Clause

The Company hereby designates the Secretary of State of Vermont 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 insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 95B Main Street, Jeffersonville, VT 05464 as the person to whom the Secretary of State shall mail process.

VIRGINIA Service of Process Clause

The Company hereby designates the Clerk of the Virginia State Corporation Commission 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 insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060 as the person to whom the Clerk of the Commission shall mail process.

WASHINGTON Service of Process Clause

Upon any cause of action arising in Washington under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Washington by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 711 Capitol Way South, Suite 204, Olympia, WA 98501 as the person to whom the Commissioner shall mail process.

WEST VIRGINIA Service of Process Clause

Upon any cause of action arising in West Virginia under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Secretary of State of West Virginia by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 5098 Washington Street W, Suite 407, Charleston, WV 25313 as the person to whom the Secretary of State shall mail process.

WISCONSIN Service of Process Clause

Upon any cause of action arising in Wisconsin under this policy the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Wisconsin. The Company further designates CT Corporation System, 301 South Bedford Street, Suite 1, Madison, WI 53703 as the person to whom the Commissioner shall mail process.

WYOMING Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance of the State of Wyoming as its attorney for acceptance of the service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 2232 Dell Range Blvd, Suite 200, Cheyenne, WY 82009 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Coverage	Amount and Basis of Deductible PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability	$	$
OR		
Property Damage Liability	$	$
OR		
Bodily Injury Liability and/or Property Damage Liability Combined	$	$

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
   a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
   b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
   c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      (1) "Bodily injury";
      (2) "Property damage"; or
      (3) "Bodily injury" and "property damage" combined

   as the result of any one "occurrence".

   If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

   With respect to "property damage", person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
   a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
   b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
   c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suits" seeking those damages; and

2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SANCTION LIMITATION AND EXCLUSION CLAUSE

Name of Insured:	
Policy Number:	
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following is added to the policy and supersedes anything to the contrary:

> No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CONTINUOUS OR PROGRESSIVE INJURY AND DAMAGE LIMITATION (COVERED PRODUCTS)

Name of Insured:	
Policy Number:	
Endorsement Number:	6
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. **SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement,** paragraph **b.,** paragraph **c.,** and paragraph **d.** are replaced by the following:

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

(1) The "bodily injury" and "property damage" is caused by an "occurrence" arising out of "your products" and the "occurrence" takes place in the "covered territory".

(2) The "bodily injury" or "property damage" first occurs, or is alleged to first occur during the policy period. This insurance does not apply to any "bodily injury" or "property damage" that is continuous or progressively deteriorating and that first occurs prior to the effective date of this policy, even if such injury or damage continues or progressively deteriorates during the time of this policy period.

c. This insurance does not apply to "bodily injury" or "property damage" that first occurs prior to the effective date of this policy, regardless of whether such "bodily injury" or "property damage" was known or unknown to any person, organization or entity.

d. In the event this policy is renewed and coverage extends for more than one policy period, the following applies:

(1) The most we will pay for "bodily injury" and "property damage" that first occurs during one of the policy periods, and is continuous or progressively deteriorating, is the applicable limit of insurance available with respect to that one policy period.

(2) The limit of insurance specified in Paragraph **d. (1)** above is the only limit of insurance that applies to "bodily injury" or "property damage", regardless of whether such injury or damage existed before, or continues or progressively deteriorates after, the policy period in which it first occurs.

B. Where "Personal and advertising injury" is included under the policy, **SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 1. Insuring Agreement**, paragraph **b**. is replaced by the following:

a. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was first committed in the "coverage territory" during the policy period. This insurance does not apply to any damages caused by "personal injury and advertising injury" that is continuous or progressively deteriorating and that is first committed prior to the effective date of this policy even if such injury or damages continues or progressively deteriorates during the time of this policy period.

C. SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended by the addition of the following:

a. This insurance does not apply to "personal and advertising injury" caused by an offense first committed prior to the effective date of this policy regardless of whether such "personal injury and advertising injury" was known or unknown to any person, organization or entity.

d. In the event this policy is renewed and coverage extends for more than one policy period, the following applies:

(1) The most we will pay for "personal and advertising injury" that is caused by an offense first committed during one of the policy periods, and is continuous or progressively deteriorating, is the applicable limit of insurance available with respect to that one policy period.

(2) The limit of insurance specified in Paragraph **d. (1)** above is the only limit of insurance that applies to "personal and advertising injury", regardless of whether such injury or damage existed before, or continues or progressively deteriorates after, the policy period in which the offense was first committed.

All other terms and conditions of this policy remain unchanged.

NOTICE OF QBE® PRIVACY POLICIES AND PRACTICES

FACTS — **WHAT DOES QBE DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all sharing. Federal 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?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and payment history • Medical information and purchase history • Credit-based insurance scores and insurance claim history When you are **no longer** our customer, we continue to share your information as described in this notice.
How?	All financial 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 QBE chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	**Does QBE share?**	**Can you limit this sharing?**
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, 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	No	We don't share
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 nonaffiliates to market to you	No	We don't share

Questions?	Call 800-362-5448 or go to www.qbe.com/us

Who we are

Who is providing this notice?	General Casualty Company of Wisconsin, General Casualty Insurance Company, North Pointe Insurance Company, Praetorian Insurance Company, QBE Americas, Inc., QBE Insurance Corporation, QBE Specialty Insurance Company, Regent Insurance Company, Southern Pilot Insurance Company and Stonington Insurance Company.

What we do

How does QBE protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to personal information about you to staff on a "need to know" basis.
How does QBE collect my personal information?	We collect your personal information, for example, when you: • Apply for insurance or pay insurance premiums • File an insurance claim or provide employment information • Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • 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 State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include the financial companies listed in the "Who is providing this notice?" section.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • QBE does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • QBE does not joint market.

Other important information

We may give your personal information to insurance support organizations that may keep it or give it to other companies that may use the same service. We may share medical information so we can learn if you qualify for coverage, process claims or prevent fraud, or if you say we can. To see your information, write to us at **QBE, Attn: Privacy Official, Corporate Legal Department, One QBE Way, Sun Prairie, WI 53596** and provide us with your name, address, date of birth and policy numbers. Within 30 days of receipt, we will tell you what information we have. You may write us and ask us to correct, amend or delete any information that is incorrect. We will let you know what action we take. If you do not agree with our actions, you may send us a rebuttal statement.

AZ, CA, GA, IL, ME, MA, MN, MT, NV, NJ, NM, NC, ND, OH, OR, VT and VA customers. We may not disclose your personal information with non-affiliated third parties unless you authorize us to, or if permitted by law.

California customers. We limit sharing information about you among our affiliates unless allowed by California law. **Maine customers.** You have the right to know the reasons for an adverse underwriting decision. Previous adverse underwriting decisions may not be used as the basis for subsequent underwriting decisions unless we make an independent evaluation of the underlying facts. You have the right not to be subjected to pretext interviews.

NOTICE TO POLICYHOLDERS – FRAUD WARNINGS

Fraud Warnings

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Notice to Alabama residents: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof."

Notice to Alaska residents: "A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law."

Notice to Arizona residents: "For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties."

Notice to Arkansas residents: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

Notice to California residents: "For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

Notice to Colorado residents: "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies."

Notice to Delaware residents: "Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony."

Notice to District of Columbia residents: "WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

Notice to Florida residents: "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

Notice to Idaho residents: "Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony."

Notice to Indiana residents: "A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony."

Notice to Kansas residents: "Fraud is defined as: 'an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.'"

Notice to Kentucky residents: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime."

Notice to Louisiana residents: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

Notice to Maine residents: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits."

Notice to Maryland residents: "Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

Notice to Minnesota residents: "A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime."

Notice to New Hampshire residents: "Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20."

Notice to New Jersey residents: "Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties." "Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."

Notice to New Mexico residents: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES."

Notice to New York residents: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

Notice to Ohio residents: "Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

Notice to Oklahoma residents: "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."

Notice to Pennsylvania residents: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Notice to Rhode Island residents: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

Notice to Tennessee residents: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

Notice to Texas residents: "Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

Notice to Utah residents: "Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison."

Notice to Vermont residents: "Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law."
Notice to Virginia residents: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."
Notice to Washington residents: "It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits."
Notice to West Virginia residents: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

NOTICE TO POLICYHOLDERS – CALIFORNIA FRAUD WARNINGS

Fraud Warning

Notice to California residents: “For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.”

TEXAS: IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance agent or insurance company 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. If you don't, you may lose your right to appeal.

QBE Insurance North America
To get information or file a complaint with your insurance company:

Call: Customer Assistance Specialist
Toll-free: 1-844-723-2524
Email: ConsumerAssistance@us.qbe.com
Mail: QBE Insurance North America
One QBE Way
Sun Prairie, WI 53596-0001

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: Consumer Protection, MC: CO-CP
Texas Department of Insurance
PO BOX 12030
Austin TX 78711-2030

¿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. 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. Si no lo hace, podría perder su derecho para apelar.

QBE Insurance North America
Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: Claims Service Center Specialist
Teléfono gratuito: 1-844-723-2524
Correo electrónico: ClaimsCustomerService.US-BOX@us.qbe.com
Dirección postal: QBE Insurance North America

One QBE Way
Sun Prairie, WI 53596-0001

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con loss seguros o para presenter una queja ante 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: Consumer Protection, MC: CO-CP
Texas Department of Insurance
PO BOX 12030
Austin TX 78711-2030

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and

2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.;** or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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 at least 30 days advance written notice of cancellation.
2. We may cancel this policy by mailing, e-mailing, or delivering to the first Named Insured written notice of cancellation at least:
   a. 7 days after the premium due date if we cancel for non-payment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail, e-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. In the the event of cancellation, as this is a monthly priced and billed policy and in keeping with the 30 days advance notice requirement, we will not return any amount of any paid premium and the final premium will be for the number of days remaining of the 30 days advance notice since the penultimate bill paid.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. If payment of the unpaid premium is mad within the notice period for cancellation, then the notice of cancellation will be revoked.

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.

G. Paragraph **4. Other Insurance** under **SECTION IV – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS** is deleted and replaced with the following:

If other insurance is available to you for any damages we cover under this policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except where paragraph **b.** below applies. When other insurance applicable to the loss, injury or damage on your behalf is also excess, as set forth in paragraph b. below, then we will share with other excess insurance by the method described in c. below.

b. Excess Insurance

Where permitted by law, this insurance is excess over any other insurance naming you, whether such insurance is primary, excess, contingent or contributing. This insurance may not be used to satisfy any deductible or self-insured retention amounts you may owe as a result of loss, damage or injury.

When this insurance is excess, we will have no duty under Coverage A, B or C to defend any claim or suit that any other insurer has a duty to defend.

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:

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

The total of all deductible and self-insured retention amounts under all other insurance.

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

Where paragraph **b.** is applicable, and this insurance must share with other excess insurance, the following method of sharing shall be followed:

If all of the other contributing excess 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 upon the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers providing excess coverage.

The above methods of sharing will also apply where no primary insurance, as set forth in b. above, is applicable to the loss. In such instance, all applicable deductibles and/or self-insured amounts must first be exhausted before this insurance will apply.

All other terms and conditions of this policy continue to apply as written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABUSE, MOLESTATION, OR EXPLOITATION

Name of Insured:	
Policy Number:	
Endorsement Number:	7
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following exclusion is added to **2. Exclusions** under **SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **2. Exclusions** under **SECTION I – COVERAGES COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** (where such **Personal and Advertising Injury** coverage is endorsed to the policy):

This insurance does not apply to:

Abuse Or Molestation

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related, in whole or in part, to any actual, threatened or alleged:

- **(a)** Sexual abuse;
- **(b)** Sexual molestation;
- **(c)** Sexual misconduct;
- **(d)** Sexual victimization;
- **(e)** Physical abuse;
- **(f)** Physical assault;
- **(g)** Coercion to engage in sexual activities;
- **(h)** Illicit physical contact;
- **(i)** Sexual assault;
- **(j)** Sexual battery;
- **(k)** Sexual exploitation;
- **(l)** Mental abuse;
- **(m)** Any other type of similar abuse, molestation, or exploitation; or
- **(n)** Negligent reporting to the proper authorities, or failure to so report.

(2) This exclusion applies regardless of the degree of culpability or intent and without regard to:

- **(a)** Whether the acts are alleged to be by or at the instruction or at the direction of the insured, his officers, "employees", agents or servants; or by any other person lawfully or otherwise on, at or near the premises owned or occupied by the insured; or by any other person;
- **(b)** The alleged failure of the insured or his officers, "employees", agents or servants in the hiring, supervision, retention or control of any person, whether or not an officer, "employee", agent or servant of the insured; or
- **(c)** The alleged failure of the insured or his officers, "employees", agents or servants to attempt to prevent, bar or halt any such conduct.

(3) This exclusion also applies to any claims by any other person, firm or organization, asserting rights derived from or contingent upon any person asserting a claim excluded under subparagraphs **(2)(a), (2)(b)** or **(2)(c)** above; specifically excluding from coverage claims for:

(a) Emotional distress or for loss of society, services, consortium and/or income;

(b) Reimbursement for expenses (including but not limited to medical expenses, hospital expenses and wages) paid or incurred by such other person, firm or organization; or

(c) Any obligation to share damages with or repay someone who must pay damages because of the injury.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS

Name of Insured:	
Policy Number:	
Endorsement Number:	8
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following exclusions are added to the policy:

Such exclusions are added to **2. Exclusions** under **SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

Additionally, such exclusions reference and shall apply to "personal and advertising injury" coverage where such coverage is endorsed to the policy. However, where such "personal and advertising injury" is not endorsed to this policy, then such references to "personal and advertising injury" do not apply to create coverage for such injury.

Notwithstanding anything to the contrary herein, this insurance does not apply to:

A. Absolute Earth Movement

"Bodily injury", "property damage", or "personal and advertising injury" arising from, related to, or resulting from earth movement, regardless of the cause of the earth movement.

Earth movement includes landslide, earthquake, including any subsequent after shock, subsidence, mudflow, sinkhole, shrinking, expansion, erosion, loss of lateral or subjacent support and the expanding, rising, falling, shifting, settling or contracting of earth, whether there is any other concurrent causation of the "bodily injury", "property damage", or "personal and advertising injury".

This exclusion applies whether the earth movement, as described above, is attributable to, or on the part of, you.

B. Aircraft, Auto, or Watercraft

"Bodily injury", "property damage", or "personal and advertising injury" 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 52 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"

C. Cross Suits

Any claim made or "suit" brought by any insured under this policy against another insured under this policy for damages because of "bodily injury", "property damage", "personal and advertising injury", or any other actual or alleged loss, cost, or expense.

D. Fines or Penalties

Fines, sanctions or penalties imposed by or under any law, statute, and ordinance of any federal, state or municipal government agency, including but not limited to any attorneys' fees awarded as a fine, sanction or penalty.

E. Mobile Equipment

"Bodily injury", "property damage", or "personal and advertising injury" 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.

D. Repair Work

"Bodily injury", "property damage", or "personal and advertising injury" arising, in whole or in part, out of or related, in any way, to any repair work, whether performed by the insured or on the insured's behalf, to correct, remedy, or remediate any type of deficiency, error, or omission in any of "your work" or "your product".

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION

Name of Insured:	
Policy Number:	
Endorsement Number:	9
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. The following exclusion is added to **2. Exclusions** of **COVERAGE PRODUCTS/COMPLETED OPERATIONS COVERAGE BODILY INJURY AND PROPERTY DAMAGE LIABILITY** under **SECTION I - COVERAGE** and **2. Exclusions** of **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, where endorsed to the policy:

Aircraft Products and Grounding

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or any other loss, cost or expense arising out of or in any way related, in whole or in part, to any "aircraft products" or "aircraft grounding".

B. For purposes of this endorsement, the following definitions are added to the policy:

"Aircraft products" means:

1. The manufacture, sale, handling, distribution, inspection, testing, maintenance, servicing, repair, or rebuilding by the insured or by others of any:

a. Aircraft, including missiles, spacecraft, and satellites, whether manufactured by the insured or by others; or

b. Ground support equipment or ground control equipment, whether manufactured by the insured or by others;

2. The creation, preparation, provision, distribution, sale, or recommendation of any plans, designs, specifications, options, surveys, or advice relating to any part or subpart installed or used in connection with any:

a. Aircraft, including missiles, spacecraft, and satellites, whether manufactured by the insured or by others; or

b. Ground support equipment or ground control equipment, whether manufactured by the insured or by others; or

3. The creation, preparation, provision, distribution, sale, or recommendation of any aids, guides, instructions, manuals, blueprints, or engineering relating to the operation, inspection, testing, maintenance, servicing, repair, or rebuilding of any:

a. Aircraft, including missiles, spacecraft, and satellites, whether manufactured by the insured or by others; or

b. Ground support equipment or ground control equipment, whether manufactured by the insured or by others.

"Aircraft grounding" means:

1. The withdrawal from flight operations of; or

2. The imposition of speed, passenger, or load restrictions on;

any aircraft, whether manufactured by the insured or by others, by reason of any actual or suspected defect, fault, deficiency, or other condition in or of such aircraft or any part or subpart thereof regardless of whether a governmental agency or authority ordered the withdrawal or imposed the restriction.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS

Name of Insured:	
Policy Number:	
Endorsement Number:	10
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

All Coverage Parts and Coverage Forms included in this policy are subject to the following:

This insurance does not apply to:

Asbestos

"Bodily injury", "property damage", "personal and advertising injury" or any other loss, cost, or expense:

(1) Arising out of or in any way related, in whole or in part, to the actual, alleged, threatened or suspected inhalation of, or ingestion of, contact with, exposure to, existence of, or presence of, asbestos fibers, asbestos dust or asbestos in any form; or

(2) In which the insured is obligated to pay to any party because of damages arising out of or in any way related, in whole or in part, to the presence, ingestion, inhalation, absorption, manufacture of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos fibers, asbestos dust or asbestos in any form or any product containing asbestos.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL BIOMETRIC, CYBER, DATA, AND PRIVACY LIABILITY EXCLUSION

(WITH BODILY INJURY AND PHYSICAL PROPERTY DAMAGE EXCEPTION)

Name of Insured:	
Policy Number:	
Endorsement Number:	11
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. The following exclusion is added to the policy:

Total Biometric, Cyber, Data, and Privacy Liability Exclusion (With Bodily Injury and Physical Property Damage Exception)

1. "Bodily injury" or "property damage" arising out of or related, in whole or in part, to any:

a. "Confidential or personal material or information access or disclosure incident";

b. "Cyber incident";

c. "Data-related liability"; or

d. "Personal or biometric information claim".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses, or any other loss, cost, or expense incurred by you or others arising out of that which is described above in Paragraphs **1.a.** through **1.d.**

2. However, this exclusion does not apply to an "occurrence" arising out of "your product" and involving a "confidential or personal material access or disclosure incident"; a "cyber incident"; "data related liability"; or a "personal or biometric information claim" that results in "bodily injury" or "physical property damage".

3. Solely as used in paragraph **2.** immediately above, "physical property damage" means 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. "Electronic data" is not tangible property.

B. Where **Personal and Advertising Injury** liability coverage is endorsed to the policy, then the following exclusion is added to the **Exclusions** section of such coverage:

Total Biometric, Cyber, Data, and Privacy Liability Personal and Advertising Injury Exclusion

"Personal and advertising injury" arising out of or in any way related, in whole or in part, to any:

1. "Confidential or personal material or information access or disclosure incident";

2. "Cyber incident";

3. "Data related liability"; or

4. "Personal or biometric information claim".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses, or any other loss, cost, or expense incurred by you or others arising out of that which is described above in Paragraphs **1.** through **4.**

C. The above exclusions supersede and replace the **Electronic Data** exclusion.

D. The following definitions are added to **SECTION IV – DEFINITIONS**

"Biometric data" means any information or data used to identify a natural person based on an anatomical scan or any record of biological pattern or characteristic, including but not limited to, such natural person's retina or iris scan, fingerprint, voiceprint, or any record of hand or face geometry, regardless of how such information or data is captured, converted, stored or shared.

"Confidential or personal material or information access or disclosure incident" means any access to or disclosure of any person's or organization's confidential or personal material or information, including:

1. Patents, trade secrets, processing methods, or customer lists;
2. Financial information or credit card information;
3. Health information; or
4. Any other type of nonpublic material or information.

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system;
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation; or
3. Denial of service attack which disrupts, prevents, or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

"Data-related liability" means the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

"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, DVD-ROMS, Blu-Ray discs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

"Personal or biometric information" means any non-public information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular natural person or family, including:

1. Personal identifiers such as a real name, alias, home or postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, user name, access code or password that could permit access to a private account, social security number, driver's license number, state identification card number, passport number or other governmental identification number, telephone number, insurance policy number, employment, employment history, employee identification number, bank account number, credit card number, debit card number, credit information or any other financial information, medical or healthcare data or other protected health information, health insurance information, any information protected under the General Data Protection Regulation, any non-public personal information as defined by the Gramm-Leach-Bliley Act, or any other similar identifiers, characteristics or description;
2. Characteristics of protected classifications under state or federal consumer protection statute(s) or law(s);
3. Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies;
4. "Biometric data";
5. Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a natural person's interaction with an Internet Web site, application, or advertisement;
6. Geolocation data;

7. Audio, electronic, visual, thermal, olfactory, or similar information;

8. Educational background and academic history, including, but not limited to, education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99); or

9. Inferences drawn from any of the information identified in this subdivision to create a profile about a natural person reflecting such natural person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, or aptitudes.

"Personal or biometric information claim" means any claim or "suit" in whole or in part based upon, arising out of, or in consequence of, any actual or alleged:

1. Disclosure, collection, possession, usage, retention, storage, transmission, protection, dissemination, release of or destruction of "personal or biometric information";

2. Failure to obtain proper consent regarding the disclosure, collection, possession, usage, retention, storage, transmission, protection, dissemination, release of or destruction of "personal or biometric information";

3. Sale, lease, capture, purchase, or trade or any other type(s) of profit from "personal or biometric information";

4. Violation of any policies or practices involving "personal or biometric information"; or

5. Violation of any federal, state, or local statutory or common law, ordinance, or regulation involving "personal or biometric information", or any amendments thereto or rules or regulations promulgated thereunder, including, but not limited to:

a. The Illinois Biometric Information Privacy Act;

b. The California Consumer Protection Act; or

c. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation, or other law described in paragraph **5.a.** or **5.b.** above, including, but not limited to, the European Union's General Data Protection Regulation.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

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

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:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

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

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease, or who commit any wrongdoing, error, or omission with respect to **b.**, **c.**, or **d.** below;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

B. Where **Coverage – B Personal and Advertising Injury** is endorsed to the policy, then 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:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

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

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease, or who commit any wrongdoing, error, or omission with respect to **b.**, **c.**, or **d.** below;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

REGULATED COSMETIC INGREDIENTS EXCLUSION

Name of Insured:	
Policy Number:	
Endorsement Number:	12
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. SECTION I — COVERAGE PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY and **COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY**, **2. Exclusions**, where such coverage part is endorsed to the policy, are amended by the addition of the following:

Regulated Cosmetic Ingredients

1. "Bodily injury", "property damage", "personal and advertising injury" or any other injury, damage, liability, cost, or expense arising out of or in any way related, in whole or in part, to any actual, alleged, or threatened:

a. Use, manufacture, distribution, sale, resale, branding, re-branding, installation, repair, removal, utilization, encapsulation, abatement, replacement or handling of "regulated cosmetic ingredients" in any form or of any other materials, substances or products containing or treated with "regulated cosmetic ingredients";

b. Discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of "regulated cosmetic ingredients" in any form, including all materials, substances or products containing or treated with "regulated cosmetic ingredients"; or

c. Ingestion of, inhalation of, contact with, exposure to, existence of, or presence of "PFAS" in any form or in any materials, substances or products containing or treated with "regulated cosmetic ingredients"; or

2. Any liability, cost, or expense arising out of or in any way related, in whole or in part, to any:

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

b. Claim by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "regulated cosmetic ingredients";

regardless of the location of the occurrence, injury or damage and whether any other cause, event, material, or product contributed concurrently or in any sequence to the injury or damage.

The provisions of this **Regulated Cosmetic Ingredients** exclusion shall apply, and we shall have no duty or obligation to defend or indemnify any claim or "suit" regardless of whether any other cause, event, material, substance or product contributed concurrently or in any sequence to the injury or damage.

B. The following definition is added to the policy:

"Regulated cosmetic ingredients" means those items identified in ***Regulation (EC) No 1223/2009 of the European Parliament and of the Council of 30 November 2009 on cosmetic products*** (hereafter referred to as the "Regulation") as being restricted, prohibited, banned, or otherwise not allowed to be used in or contained by a cosmetic product. This includes, but is not limited to:

1. Prohibited substances identified under Article 14 of the Regulation;

2. Restricted substances identified under Article 14 of the Regulation;
3. Colorants identified under Article 14 of the Regulation;
4. Preservatives identified under Article 14 of the Regulation;
5. UV-filters identified under Article 14 of the Regulation;
6. Substances identified as CMR substances under Article 15 of the Regulation;
7. Nanomaterials under Article 16 of the Regulation; and
8. Any other substance or item identified in any amendment or replacement of the Regulation.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ITEMS EXCLUSION

Name of Insured:	
Policy Number:	
Endorsement Number:	13
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Schedule

Entity(ies):
Location(s):
Operation(s):
Product(s): 1) Alcohol. 2) Auto – automobiles or motor-cycles and the following parts thereof - Structure, Drive equipment, Wheel frame, Under-carriage, Brakes and Steering equipment, Tyres, Seat Belts, Helmets, Airbags, Seatbelts or any other Safety Critical Components or Products). 3) Class II and Class III Medical Devices . 4) Crum Rubber. 5) Firearms, Weapons and Ammunition, cartridges, powder, gunpowder, nitro-glycerine or any other explosive. 6) Fireworks. 7) Gases or air under pressure in containers, butane, methane, propane or other liquified gases. 8) Butane, methane, propane or other liquified gases. (not if retail and/or distributor). 9) Toxic substances and toxic waste. 10) Celluloid and pyroxylin. 11) Petrochemicals. 12) Perishable Food/Drink. 13) Plastic products containing Phthalates and/or Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS). 14) Production, sale, distribution or supply of medical equipment and dressings. 15) Excluding any risk involving the manufacture, process and distribution of marijuana products. 16) Tobacco and all Products related thereto, including Electronic Cigarettes (irrespective of how small an element of the Insured’s operations are involved in such excluded activities). However, this exclusion does not apply to retail store/convenience store/gas bar that sells cigarettes and electronic cigarettes. 17) Tree-stands or hides (hunting).

18) Vaping Products / E-Cigarettes including Consumables (i.e. E-Liquids).

19) Cannabidiol (CBD), cannabinoids, or any constituent of cannabis.

This exclusion applies whether the ingredient is:

(a) The primary ingredient or combined with other ingredients;

(b) An extract or derivative;

(c) A synthetic or cloned version; or

(d) Marketed under the name(s) listed above or any other name.

20) Products, derivatives or related botanicals and or extracts whether as a primary ingredient or in combination with other ingredients:

(a) Germander;
(b) Lobel;
(c) Yohimbe;
(d) JinBu Huan;
(e) Gamma Hydroxybutyrate (GHB), Gamma Butyrolactone (GBL), or 1 Butanediol (BD);
(f) Ephedra sinica, Ephedra, E. equisetina, Ma Huang, Ephedra Alkaloid, Pseudoephedrine, or Ephedrine;
(g) Aristolochia spp., Aristolochia, Aristolochic acids, Aristolochia fangchi, Asarum spp., Bragantia spp., Clematis spp., Akebia spp., Cocculus spp., Diploclisia spp., Menispermum spp., Sinomenium spp., Mu Tong, Fang Ji, Guang Fang Ji, Fang Chi, Kan-Mokutsu, Mokutsu, or any adulterated botanicals;
(h) Stephania, Stephania spp., or any adulterated botanicals;
(i) Magnolia, or any adulterated botanicals;
(j) Kava, Kava Kava, Ava, Piper methysticum Forst., Piper methysticum G. Forst., Rausch, intoxicating pepper, sakau, tonga, wurzelstock, or yangona;
(k) Glyburide, unlabeled Glyburide, Lialang 4, or Lgiang Xia Ke Ling (Lgiang Thirst Quenching Efficacious);
(l) Bismacine, also known as Chromacine;
(m) DMAA, Dimethylamylamine, AMP Citrate, DMBA, or 4-amino-2-methylpentane citrate;
(n) Selective Androgen Receptor Modulators (SARMS);
(o) Kratom, Mitragyna speciosa, mitragynine extract, biak-biak, cratom, oratom, thang, kakuam, katawn, kedemba, ketum, kathom, krion, mambog, madat, Maeng da leaf, naucle, Nauclea speciosa, or thang (natural or synthetic);
(p) Phenibut, Aminophenylbutyric Acid, Fenibut, Anvifen, Noofen, Fenigam, Phenigam, Phenybut, Phenygam, Phenygamma, Phenigama, PHG, PHGABA, β-Phenyl-γ-aminobutyric acid, or β-Phenyl-GABA;
(q) Natural anabolic steroids, synthetic anabolic steroids, sterol precursors, or prohormones;
(r) DMHA, Dimethylhexylamine, Methylheptane, Isooctylamine, Aminoisoheptane, Amidrine, Octadrine, Vaporpac;
(s) Cannabidiol (CBD), cannabinoids, or any constituent of cannabis;
(t) Androstenedione;
(u) Chaparral;
(v) Comfrey (Pyrrolizidine alkaloids);
(w) FenfluraminePennyroyal Oil;
(x) Dendrobium;
(y) BMPEA, β-Methylphenethylamine, Acacia rigidula;
(z) Legal Highs (Including Kratom, Spice);
(aa) Marijuana including CBD with more than 0.03% THC content; or
(bb) Any product, supplement, or additive determined by the United States Food and Drug Administration to be a “Class I Health Hazard” (a product presenting a reasonable probability that the use of or exposure to it will cause serious adverse health consequences or death).

21) Products or derivatives including the features/specifications described below:
   (a) any anal product used for sexual purposes which does not have a flared base; any product aimed at asphyxiation, suspension, electrocution and suffocation;
   (b) any product aimed at depriving the user of freedom of movement or personal liberty including but not limited to mummification, handcuffs, chains and straitjackets. However, this Exclusion does not apply to the following restrain products designed specifically as an adult novelty product: a) handcuffs, b) legcuffs, c) tape, d) collars, e) straps and f) ropes;
   (c) any plow machines and sexual robotic stimulation aides;
   (d) any products for urethral sounds;
   (e) any pornographic media, including but not limited to magazines, videos and online pornographic sites;
   (f) any product used for sexual purposes which includes Phthalates and plasticisers;
   (g) any products used for sexual purposes which are porous and unsterilisable;
   (h) any rubber jelly products used for sexual purposes which do not list their ingredients; or
   (i) any products used for sexual purposes which include Nonoxynol-9, benzocaine, alum, silicon and/or sugar or which are labelled as made of medical grade silica gel.

22) Manufacture or production of:
   (a) blood products;
   (b) aircraft and aircraft parts;
   (c) asbestos and asbestos products;
   (d) pharmaceuticals, drugs, medicines, contraceptives, cosmetics and medical equipment products – not to exclude herbal remedies and vitamins;
   (e) animal feeds;
   (f) ready-mixed concrete and pre-fabricated building piles;
   (g) pollution control equipment;
   (h) automobiles and/or motorcycles for the following parts thereof; structure/chassis, drive equipment, under-carriage, steering equipment, power train, wheel frames, tyres, braking systems, seat belts or any other safety critical product;
   (i) safety helmets;
   (j) mobile or cellular telephone or equipment;
   (k) satellites and/or components thereof;
   (l) explosives, fireworks, gases (whether under pressure or not) or volatile petroleum products (other than petrol, diesel or paraffin); or
   (m) industrial chemicals (including but not limited to dyes, crop sprays, fertilisers, pest-control, weed-control, fumigants, disinfectants, industrial cleaning agents or industrial detergents).

Exposure(s):

Other item(s):

The following exclusion is added to the policy:

Designated Items

Notwithstanding anything to the contrary, this insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury" or any other loss, cost, or expense arising out of or in any way related, in whole or in part, to any item listed in the **Schedule** above.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM

A. The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage Products/Completed Operations 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. Where **Personal and Advertising Injury** coverage has been endorsed to the policy, 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.

EXCLUSION – LEAD

Name of Insured:	
Policy Number:	
Endorsement Number:	14
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

All Coverage Parts and Coverage Forms included in this policy are subject to the following:

This insurance does not apply to:

Lead

"Bodily injury", "property damage", "personal and advertising injury" or any other loss, cost, or expense:

(1) Arising out of or in any way related, in whole or in part, to the presence, ingestion, inhalation, absorption, manufacture of, use of, sale of, installation of, removal of, distribution of or exposure to lead in any form or any product containing lead; or

(2) In which the insured is obligated to pay to any party because of damages arising out of or in any way related, in whole or in part, to the presence, ingestion, inhalation, absorption, manufacture of, use of, sale of, installation of, removal of, distribution of or exposure to lead in any form or any product containing lead.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NUCLEAR AND RADIOACTIVE CONTAMINATION

Name of Insured:	
Policy Number:	
Endorsement Number:	15
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION I – COVERAGE PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, and **SECTION I – COVERAGES**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**, (where such **Personal and Advertising Injury** coverage is endorsed to this policy) are amended by the addition of the following:

Nuclear and Radioactive Contamination

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related, in whole or in part, to from nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.

(2) Additionally, in relation to liability arising outside the United States of America, its Territories or Possessions, Puerto Rico or the Canal Zone, this policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

All other terms and conditions of this policy remain unchanged.

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 GENERAL LIABILITY COVERAGE PART
FARM 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
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)

Name of Insured:	
Policy Number:	
Endorsement Number:	16
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. SECTION I — COVERAGE PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY and **COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY**, **2. Exclusions**, where such coverage part is endorsed to the policy, are amended by the addition of the following:

Per- And Polyfluoroalkyl Substances ("PFAS")

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related, in whole or in part, to the actual, alleged, threatened or suspected:

(a) Use, manufacture, distribution, sale, resale, branding, re-branding, installation, repair, removal, utilization, encapsulation, abatement, replacement or handling of "PFAS" in any form or of any other materials, substances or products containing or treated with "PFAS";

(b) Discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of "PFAS" in any form, including all materials, substances or products containing or treated with "PFAS"; or

(c) Ingestion of, inhalation of, contact with, exposure to, existence of or presence of "PFAS" in any form or in any materials, substances or products containing or treated with "PFAS";

(2) Any loss, cost or expense arising out of or in any away related, in whole or in part, to any:

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

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

regardless of the location of the "occurrence", injury, or damage and whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage.

B. For the purposes of this endorsement, **SECTION V – DEFINITIONS** is amended by the addition of the following:

"PFAS" means any Per- and Polyfluoroalkyl Substances, including but not limited to:

a. Any perfluoroalkyl substances, including but not limited to perfluoroalkane sulfonamides, perfluoroalkane sulfonyl fluorides, perfluoroalkanoyl fluorides, perfluoroalkyl aldehydes, perfluoroalkyl acids, perfluoroalkyl ether acids and perfluoroalkyl iodides;

b. Any polyfluoroalkyl substances, including but not limited to chloropolyfluoroalkyl acids, chloropolyfluoroalkyl ether acids, fluorotelemer substances, polyfluoroalkyl ether acids and perfluoroalkane sulfonamindo substances; or

c. Any fluorinated polymers, including but not limited to fluoropolymers, polymeric perfluoropolyethers and side-chain fluorinated polymers;

including associated homologues, isomers, esters, alcohols, acids, precursor chemicals and derivatives, salts associated with any "PFAS" and related degradation or by-products of any such constituent or any variation of any of the above.

"PFAS" also includes any other substance designated as a per- or polyfluoroalkyl substance by the United States Environmental Protection Agency or similar federal, state or local governmental or regulatory authority in the "coverage territory" where the "occurrence" takes place.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RADIOACTIVE MATTER

Name of Insured:	
Policy Number:	
Endorsement Number:	17
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION I – COVERAGES, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I – COVERAGES**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, where endorsed to this policy, **2. Exclusions** are amended by the addition of the following:

Radioactive Matter

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related, in whole or in part, to radioactive matter or any form of radiation; or

(2) Any claim, "suit", costs or expenses arising out of or in any way related, in whole or in part, to any radioactive matter or any form of radiation.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEPARATION OF INSUREDS AND JOINT DEFENSE

Name of Insured:	
Policy Number:	
Endorsement Number:	18
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Separation Of Insureds** condition is replaced by the following:

Separation Of Insureds And Joint Defense

If more than one insured is named in a claim or "suit", then this policy is only provided jointly and not separately to each insured.

On behalf of all insureds hereunder, you waive any potential conflict to allow for a joint representation by a single attorney or firm to defend each and every insured in such claim or "suit".

If any insured demands separate representation, then this policy does not provide coverage for that separate representation.

We have the sole and absolute right to select one counsel to defend each, all, or any insured against any claim, "suit", "occurrence", or offense that is covered by this policy.

B. Nothing in this endorsement creates any obligation to defend a claim or “suit” to which this policy does not apply or impacts our right to select counsel under this policy or applicable law.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TELECOMMUNICATION DEVICE EMISSIONS

Name of Insured:	
Policy Number:	
Endorsement Number:	19
Effective Date of Endorsement:	
Name of Insurer:	QBE SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, where endorsed to this policy, **2. Exclusions** are amended by the addition of the following:

Telecommunication Device Emissions

(1) "Bodily injury", "property damage" or "personal and advertising injury arising out of or in any way related, in whole or in part, to the actual, alleged or threatened exposure to any microwave and/or radio frequency radiation or signal, electromagnetic radiation, electromagnetic energy, electromagnetic frequency, radiofrequency electromagnetic fields, or any form of radiation, including but not limited to non-ionizing radiation, heat and/or energy, received by, produced by and/or otherwise emanating from any telecommunication related product, including but not limited to transmission lines, cellular telephones or any other wireless handheld telephone, device or equipment, including any component parts thereof, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the damage or injury; or

(2) Any obligation of the insured to indemnify any person, organization or governmental authority for costs incurred or damages or expenses for which any party is legally obligated to pay for any liability arising out of or in any way related, in whole or in part, to the actual, alleged or threatened exposure to any microwave and/or radio frequency radiation or signal, electromagnetic radiation, electromagnetic energy, electromagnetic frequency, radiofrequency electromagnetic fields, or any form of radiation, including but not limited to non-ionizing radiation, heat and/or energy, received by, produced by and/or otherwise emanating from any telecommunication related product including but not limited to transmission lines, cellular telephones or any other wireless handheld telephone, device or equipment, including any component parts thereof.

It is understood that to the extent any language of this policy and/or its endorsements is construed as affording coverage for claims arising out of or in any way related, in whole or in part, to the actual, alleged or threatened exposure to any microwave and/or radio frequency radiation or signal, electromagnetic radiation, electromagnetic frequency, electromagnetic energy, radiofrequency electromagnetic fields, or any form of radiation, including but not limited to non-ionizing radiation, heat and/or energy, received by, produced by and/or otherwise emanating from any telecommunication product, including but not limited to transmission lines, cellular telephones or any other wireless handheld telephone, device or equipment, including any component parts thereof, the provisions of this exclusion will supersede such language.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

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.

(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 exclusion applies regardless of:

any other cause acting in conjunction with such "pollutants";

whether the "pollutant" is commonly thought of or categorized as a polluting substance; and

whether the discharge, dispersal, seepage, migration, release or escape was sudden or accidental;

whether the injury or damage was progressive, continuing, chronic, acute, or resulted from repeated exposure to substantially the same harm.

The following definition is added to the Definitions Section:

"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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added to the **Aircraft, Auto Or Watercraft** exclusion as found in the **Exclusion** section of the policy:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This **Unmanned Aircraft** Paragraph 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 that is an "unmanned aircraft".

B. Where **Coverage – B Personal and Advertising Injury** is endorsed to the policy, then the following exclusion is added to Paragraph **2. Exclusions** of **Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". 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 offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

