

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION OF PAYMENT ENDORSEMENT

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

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed that in the event of cancellation by the Insured, the minimum earned premium for this Policy will be \$5,000.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT ADDS ACCIDENT INSURANCE

ACCIDENT INSURANCE ENDORSEMENT

The Policy is amended as follows:

I. **ACCIDENT INSURANCE DECLARATIONS** - The following Declarations are added to the Policy and apply only with respect to the coverage provided by this endorsement:

- (a) **Accident Insurance Effective Date:** Same as Policy Effective Date
- (b) **Classification of Eligible Persons:** All Employees of the Named Insured working at least 30 hours per week.
- (c) **Covered Activity(ies):** Coverage is provided for **Injury** sustained by a **Covered Person** while the **Covered Person** is actively performing the duties of his or her occupation for the Named Insured
- (d) **Principal Sum Amount (per Covered Person):** \$50,000
- (e) **Severe Burn Maximum Amount:** \$10,000
- (f) **Accident Insurance Aggregate Limit:** \$500,000 per accident

Words and phrases that appear in bold face print in this endorsement have special meaning within this endorsement. Refer to the Accident Insurance Declarations above and the definitions section below.

THIS ENDORSEMENT PROVIDES ACCIDENT ONLY COVERAGE. IT DOES NOT COVER SICKNESS OR DISEASE.

II. **ACCIDENT INSURANCE** - The following Accident Insurance Coverage is added to the Policy. The provisions hereunder apply only with respect to the Accident Insurance provided by this endorsement:

A. **ACCIDENT INSURANCE INSURING AGREEMENT**

We will pay a benefit to the **Covered Person** (or, in the event of death, to the **Covered Person's** beneficiary) if that **Covered Person** suffers a loss covered under this endorsement arising from an **Injury** that results from an accident that occurs on or after the **Accident Insurance Effective Date** and during a **Covered Activity**. The **Principal Sum Amount**, **Severe Burn Maximum Amount** and the **Covered Activity(ies)** applicable to each **Covered Person** are set out in the **Schedule**. The benefit amount payable is subject to the Accident Insurance Reduction Schedule found below.

- 1. **Accidental Death Benefit.** If **Injury** to a **Covered Person** results in death within 365 days of the date of the accident that caused the **Injury**, we will pay 100% of the **Principal Sum Amount**.
- 2. **Accidental Dismemberment Benefit.** If **Injury** to a **Covered Person** results, within 365 days of the date of the accident that caused the **Injury**, in that **Covered Person** suffering any of the losses specified below, the benefit we will pay will be based upon the indicated percentage of the **Principal Sum Amount** shown below for that loss:

<u>For Loss of:</u>	<u>percentage of Principal Sum Amount payable</u>
Both Hands or Both Feet	100%
Sight of Both Eyes.....	100%
One Hand and One Foot	100%
One Hand and the Sight of One Eye	100%
One Foot and the Sight of One Eye.....	100%
Speech and Hearing in Both Ears.....	100%
One Hand or One Foot	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	25%

Loss of a hand or foot means complete severance through or above the wrist or ankle joint. Loss of sight of an eye means total and irrecoverable loss of the entire sight in that eye. Loss of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. Loss of speech means total and irrecoverable loss of the entire ability to speak. Loss of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one loss is sustained by a **Covered Person** as a result of the same accident, only one amount, the largest, will be paid.

3. **Severe Burn Benefit.** If a **Covered Person** suffers a **Severe Burn**, we will pay a benefit to that **Covered Person**. The amount of the benefit payable is explained below and will be based on the Percentage of Severe Burn Maximum Amount shown below with respect to the applicable **Specified Body Area** burned as shown below:

<u>Specified Body Area</u>	<u>Percentage of Severe Burn Maximum Amount</u>
Face and Neck and Head	99%
Hand and Forearm Below Elbow Joint (Right)	22.5%
Hand and Forearm Below Elbow Joint (Left).....	22.5%
Upper Arm Below Shoulder Joint to Elbow Joint (Right)	13.5%
Upper Arm Below Shoulder Joint to Elbow Joint (Left)	13.5%
Torso Below Neck to Shoulder Joints and Hip Joints (Front)	36%
Torso Below Neck to Shoulder Joints and Hip Joints (Back).....	36%
Thigh Below Hip Joint to Knee Joint (Right)	9%
Thigh Below Hip Joint to Knee Joint (Left)	9%
Foot and Lower Leg Below Knee Joint (Right).....	27%
Foot and Lower Leg Below Knee Joint (Left)	27%

The benefit amount payable under the **Severe Burn Benefit** will be determined as follows:

- a. If only one of the **Covered Person's** Specified Body Areas described above is **Severely Burned** in an accident and 100% of the surface of that Specified Body Area is **Severely Burned**, the benefit payable is 100% of the Percentage of **Severe Burn Maximum Amount** shown for that Specified Body Area.

(For example: The Percentage of **Severe Burn Maximum Amount** shown for the "foot and lower leg below knee joint (right)" Specified Body Area is 27%. If 100% of the surface of that Specified Body Area is **Severely Burned**, the benefit payable is 100% of 27%, or 27%, of the **Severe Burn Maximum Amount**.)

- b. If only one of the **Covered Person's** Specified Body Areas described above is **Severely Burned** in an accident and a lesser proportion of the surface of that Specified Body Area is **Severely Burned**, the benefit payable is that same lesser proportion of the Percentage of **Severe Burn Maximum Amount** shown above for that Specified Body Area.

(For example: The Percentage of **Severe Burn Maximum Amount** shown for the "foot and lower leg below knee joint (right)" Specified Body Area is 27%. If 50% of that surface is **Severely Burned**, the benefit payable is 50% of 27%, or 13.5%, of the **Severe Burn Maximum Amount**. If 1/3 of that surface is **Severely Burned**, the benefit payable is 1/3 of 27%, or 9%, of the **Severe Burn Maximum Amount**.)

- c. If more than one of the **Covered Person's** Specified Body Areas described above is **Severely Burned** as a result of the same accident, the benefit payable is the lesser of: (1) the sum of the benefit amounts calculated separately, according to the above rules, with respect to each such Specified Body Area; or (2) 100% of the **Severe Burn Maximum Amount**.

The determination of whether or not a Specified Body Area described above is **Severely Burned**, and what proportion of its surface is **Severely Burned**, must be made by a **Physician**. We retain the right, at our own expense, to have the determination verified by a **Physician** of our choice.

B. ACCIDENT INSURANCE EXCLUSIONS

No coverage shall be provided under this endorsement and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the loss is an accidental bodily injury:

- suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or any act of autoeroticism.
- sickness or disease, or mental incapacity or bodily infirmity whether the loss results directly or indirectly from any either of these.
- the **Covered Person's** commission of or attempt to commit a felony crime.
- declared or undeclared war, or any act of declared or undeclared war regardless of whether the Policy to which this endorsement is attached provides such coverage.
- infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes.
- participation in any team sport or any other athletic activity, except participation in a **Covered Activity**.
- any loss incurred while outside the United States, its territories or Canada.
- full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded).
- travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the **Covered Person** is:
 - * riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - * performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
 - * riding as a passenger in an aircraft owned, leased or operated by the Named Insured or the **Covered Person's** employer.
- the **Covered Person** being under the influence of intoxicants while operating any vehicle or means of transportation.

- the **Covered Person** being under the influence of drugs unless taken under the advice of and as specified by a **Physician**.
- the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment.
- stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.
- the **Covered Person** riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground.

C. ACCIDENT INSURANCE LIMITATIONS

Accident Insurance Aggregate Limit - The maximum amount payable under the Accidental Death Benefit, Accidental Dismemberment Benefit and Severe Burn Benefit combined may be reduced if more than one **Covered Person** suffers a loss as a result of the same accident. The maximum amount payable for all such losses for all **Covered Persons** will not exceed the amount shown as the **Accident Insurance Aggregate Limit** in the **Schedule**. If the combined maximum amount otherwise payable for all **Covered Persons** must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise payable for each **Covered Person** for all such losses. The **Accident Insurance Aggregate Limit** is in addition to the Policy's General Aggregate Limit.

Accident Insurance Reduction Schedule - The amount payable for a loss will be reduced if a **Covered Person** is age 70 or older on the date of the accident causing the loss. The amount payable for that **Covered Person's** loss is a percentage of the amount that would otherwise be payable, according to the following schedule:

AGE ON DATE OF ACCIDENT	PERCENTAGE OF AMOUNT OTHERWISE PAYABLE
70-74	65%
75-79	45%
80-84	30%
85 and older	15%

Premium for a **Covered Person** age 70 or older is based on 100% of the coverage that would be in effect if the **Covered Person** were under age 70.

"Age" as used above refers to the age of the **Covered Person** on the **Covered Person's** most recent birthday, regardless of the actual time of birth.

D. ACCIDENT INSURANCE DEFINITIONS

Covered Activity (ies) - means those activities set out as **Covered Activity (ies)** in the **Schedule** with respect to which **Covered Persons** are provided coverage under this endorsement.

Covered Person - means a person: (1) who is a member of an eligible class of persons as described in the **Classification of Eligible Persons** section of the **Schedule**; and (2) for whom premium has been paid; and (3) while such person's coverage under this endorsement is in force.

Immediate Family Member - means a person who is related to the **Covered Person** in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

Injury - means an injury to the body: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's accident coverage is in force; (2) which occurs under the circumstances described in a **Covered Activity** applicable to that person; and (3) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss under this endorsement.

Physician - means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) the **Covered Person**; (2) an **Immediate Family Member**; or (3) retained by the Named Insured .

Schedule - means the Accident Insurance Declarations section of this endorsement.

Severe Burn/Severely Burned - means cosmetic disfigurement of the surface of a body area due to an **Injury** that is a full-thickness or third-degree burn, as determined by a **Physician**. (A full-thickness or third-degree burn is the destruction of the skin through the entire thickness or depth of the dermis and possibly into underlying tissues, with loss of fluid and sometimes shock, by means of exposure to fire, heat, caustics, electricity or radiation).

E. ACCIDENT INSURANCE CLAIMS PROVISIONS

Notice of Claim. Written notice of a claim for benefits must be given to us within 60 days after a **Covered Person's** loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to us at AIG Claims Services, Accident & Health Division, P.O. Box 15701, Wilmington, DE 19850-5701, with information sufficient to identify the **Covered Person**, is deemed notice to us. Notice of Claim may also be given to us by telephone within the time period above by calling 1-800-551-0824.

Claim Forms. We will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice of a claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed herein for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the **Covered Person's** name, the Named Insured's name and the Policy number.

Proof of Loss. Written proof of loss must be furnished to us within 90 days after the date of the loss. If the loss is one for which this endorsement requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as we may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Payment of Claims. Upon receipt of due written proof of death, payment for loss of life of a **Covered Person** will be made, in equal shares, to the survivors in the first surviving class of those that follow: the **Covered Person's** (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the **Covered Person's** estate.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the **Covered Person** suffering the loss. If a **Covered Person** dies before all payments due have been made, the amount still payable will be paid as described above for loss of life.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at our option, to any relative by blood or connection by marriage of the payee, who, in our opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment we make in good faith fully discharges our liability to the extent of the payment made.

Time of Payment of Claims. Benefits payable will be paid as soon as possible upon our receipt of a fully completed and properly executed written proof of the loss.

Physical Examination and Autopsy. We at our own expense have the right and opportunity to examine the person of any individual whose loss is the basis of claim hereunder when and as often as we may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

F. ACCIDENT INSURANCE ADDITIONAL PROVISIONS

Premiums. We may change the required premiums due on any premium due date by giving the first Named Insured at least 31 days advance written notice. We may change the required premiums as a condition of any renewal of the coverage under this endorsement. We may also change the required premiums at any time when any coverage change affecting premiums is made in the coverage provided by this endorsement.

Accident Insurance Termination Date. This coverage terminates automatically on the date the Policy terminates. Termination takes effect at 12:01 AM Standard Time at the address of the Named Insured on the date of termination.

We may terminate the coverage provided by this endorsement on any premium due date by giving 30 days advance written notice to the first Named Insured. This coverage terminates automatically on the earlier of: 1) the date the Policy terminates; or 2) the premium due date if premiums for this coverage are not paid when due. Termination takes effect at 12:01 AM Standard Time at the address of the first Named Insured on the date of termination .

Covered Person's Effective Date. A **Covered Person's** coverage under this endorsement begins on the latest of: (1) the **Accident Insurance Effective Date**; (2) the date the person becomes a member of an eligible class of persons as described in the **Classification of Eligible Persons** section of the **Schedule** ; or (3) the date the appropriate premium is paid for the **Covered Person** .

Covered Person Termination Date. A **Covered Person's** coverage under this endorsement ends on the earliest of: (1) the date the Policy is terminated; (2) the date this endorsement is terminated; (3) the premium due date if premiums for this coverage are not paid when due; or (4) the date the **Covered Person** ceases to be a member of any eligible class of persons as described in the **Classification of Eligible Persons** section of the **Schedule**.

Termination of coverage will not affect a claim for a covered loss that occurred while the **Covered Person's** coverage under this endorsement was in force.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM

It is hereby agreed as follows:

I. The following is added to SECTION I - COVERAGES:

COVERAGE - EMPLOYEE BENEFITS LIABILITY

LIMITS OF INSURANCE

\$ 1,000,000 Each Wrongful Act or Series of Related Wrongful Acts
\$ 1,000,000 Each Annual Aggregate

DEDUCTIBLE

\$ 1,000 Each Wrongful Act or Series of Related Wrongful Acts

A. INSURING AGREEMENT

We will pay those sums which the insured becomes legally obligated to pay as damages because of any claims against the insured due to any wrongful act of the insured, or any other person for whose acts the insured is legally liable, in the administration of the insured's employee benefits program, as defined in Section IX. of this endorsement. This insurance applies only if a claim for damages covered by this endorsement is first made against the insured during the policy period or if purchased, the optional extended reporting period we provide under Section VII. of this endorsement. We have the right and duty to defend any suit against the insured seeking those damages even if any of the allegations of the suit are groundless, false or fraudulent, and we may make such investigation and settlement of any claim or suit as we deem expedient. However, we will have no duty to defend the insured against any suit seeking damages to which this insurance does not apply. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

B. EXCLUSIONS

This endorsement does not apply to:

- 1. Any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation;
- 2. Bodily injury or to injury to or destruction of any tangible property, including the loss of use thereof;

3. Any **claim** for failure of performance of contract by an insurer;
4. Any **claim** based upon the **insured's** failure to comply with any law concerning workmen's compensation, unemployment insurance, social security or disability benefits;
5. Any **claim** based upon:
 - a. failure of any investment(s) including but not limited to stock to perform as represented by an **insured**;
or
 - b. advice given by an **insured** to an **employee** to participate in any investment plan including but not limited to stock subscription plans.
6. Any sums which the **insured** shall become legally obligated to pay as loss because of any **breach of fiduciary duty** or because of any **breach of fiduciary duty** by any person for which the **insured** is legally responsible and arising out of the **insured's** activity as a fiduciary of any plan covered by this endorsement.
7. Any **claim** made against the **insured** based on or attributable to any failure or omission on the part of the **insured** to effect and maintain insurance or bonding for plan property or assets.
8. Damages arising out of wrongful termination of employment, discrimination or other employment related practices.

II. For the purposes of coverage provided by this endorsement:

- A. All references to **SUPPLEMENTARY PAYMENTS - COVERAGES A, B and E** are replaced by **SUPPLEMENTARY PAYMENTS - COVERAGES A, B, E and EMPLOYEE BENEFITS LIABILITY**.
- B. Paragraphs 1.b. and 2. of the **SUPPLEMENTARY PAYMENTS** provision do not apply, and are deleted in their entirety with regard to this endorsement.

III. For the purposes of the coverage provided by this endorsement, **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE** is deleted in its entirety and replaced by the following:

1. **LIMITS OF INSURANCE**

- a. The Limits of Insurance shown in this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (i) Insureds;
 - (ii) **Claims** made or **suits** brought;
 - (iii) Persons or organizations making **claims** or bringing **suits**;
 - (iv) **Wrongful Acts**; or
 - (v) Benefits included in your **employee benefits program**.
- b. The Annual Aggregate Limit is the most we will pay for all damages because of **wrongful acts** committed in the **administration** of your **employee benefits program**.

- c. Subject to the annual aggregate limit, the Each **Wrongful Act** or Series of Related **Wrongful Acts** Limit is the most we will pay for all damages sustained by any one **employee**, including damages sustained by such **employee's** dependents and beneficiaries, as a result of a **wrongful act** or series of related **wrongful acts**.

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **employee benefits program**.

The Limits of Insurance of this endorsement apply to the entire policy period. If the policy period is extended after issuance for an additional period, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

2. DEDUCTIBLE

- a. The deductible amount shown in this endorsement shall be subtracted from the total amount of all sums which we are obligated to pay or incur on behalf of the **insured** for each **wrongful act**. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The terms of this insurance including those with respect to notice of **claim** or **suit** and our right to investigate and negotiate any such **claim** or **suit**, apply irrespective of the application of the deductible amount.

- IV. For the purposes of the coverage provided by this endorsement, Condition 2. of **SECTION IV - CONDITIONS** is deleted in its entirety and replaced by the following:

2. Duties in the Event of a Wrongful Act, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of a **wrongful act** which may result in a **claim**. To the extent possible, notice should include:
- (i) What the **wrongful act** was and when it occurred; and
 - (ii) The names and addresses of anyone who may suffer damages as a result of the **wrongful act**.
- b. If a **claim** is made or **suit** is brought against any **insured**, you must:
- (i) Immediately record the specifics of the **claim** or **suit** and the date received; and
 - (ii) 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:
- (i) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or a **suit**;
 - (ii) Authorize us to obtain records and other information;
 - (iii) Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and
 - (iv) 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 a **wrongful act** 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 without our consent.

V. For the purposes of the coverage provided by this endorsement, the following condition is added to **SECTION IV - CONDITIONS**:

CONFORMITY WITH STATUTE

Terms of this endorsement which are in conflict with the statute of the state wherein this endorsement is issued are hereby amended to conform to such statutes.

VI. For the purposes of the coverage provided by this endorsement, the following optional extended reporting provision is added to the policy:

OPTIONAL EXTENDED REPORTING ENDORSEMENT

The coverage under the Employee Benefits Liability Insurance Endorsement may end because one of us chooses to cancel it or not renew it. If this is not the result of non-payment of the premium you have the right to buy a reporting endorsement. It extends the time to report covered **claims**. The **claim** must first be made against an **insured** and reported to us within 3 years after the Employee Benefits Liability Insurance Endorsement ends and while the reporting endorsement is in effect. To obtain this reporting endorsement you must request it in writing and pay the additional premium within 60 days after this endorsement ends. If we do not receive written notice and payment within this period, you may not exercise this right at a later date.

This additional premium will not exceed 200% of the annual premium for the Employee Benefits Liability Insurance Endorsement. Once you pay the premium we cannot cancel the endorsement.

The optional Extended Reporting Endorsement does not reinstate or increase the Limits of Liability applicable to any claim to which the Employee Benefits Liability Insurance Endorsement applies.

VII. Solely as respects coverage provided by this endorsement, Definitions **6.**, **10.**, and **36.**, in **SECTION VI - DEFINITIONS** are deleted in their entirety and replaced by the following:

6. Claim means any demand or **suit** made by an **employee** or an **employees's** dependents or beneficiaries, for damages as the result of a **wrongful act**.

10. Employee means a person actively employed, formerly employed, on leave of absence or disabled, or retired. **Employee** includes a **leased worker**. **Employee** does not include a temporary worker.

36. Suit means a civil proceeding in which damages because of a **wrongful act** 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.

VIII. For the purposes of the coverage provided by this endorsement, the following definitions are added to **SECTION VI - DEFINITIONS**

Administration means:

1. Giving counsel to **employees** with respect to the **Employee Benefits Program**;
2. Interpreting the **Employee Benefits Program**;
3. Handling of records in connection with the **Employee Benefits Program**;
4. Effecting, continuing or terminating any **employees** participation in any benefit included in the **Employee Benefits Program**.

Breach of Fiduciary Duty means the violation of any of the responsibilities, obligations of duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 or amendments thereto with respect to any plan covered by this endorsement.

Employee Benefits Program means group life insurance, group accident or health insurance, profit sharing plans, pension plans, stock subscription plans, workmen's compensation, unemployment insurance, social security benefits, disability benefits, tuition assistance plans, leave of absence programs, including military, family and civil leave, and any other similar **employee** benefits instituted after the effective date of this endorsement provided we are notified within thirty (30) days after the institution of such benefits.

Insured means:

1. The Named Insured;
2. If the Named Insured is a partnership or joint venture, any partner or member thereof, but only with respect to their liability as such;
3. Any executive officer, director or stockholder of the Named Insured while acting within the scope of their duties as such;
4. Any **employee** provided such **employee** is authorized to act in the **administration** of the Named Insured's **employee benefits program**.

Wrongful Act means any actual or alleged negligent act, error or omission in the **administration** of the **employee benefits program**.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION - ALL TERRORISM (INCLUDING CERTIFIED ACTS OF TERRORISM)
EXCLUSION ENDORSEMENT

Pursuant to the requirements of the Terrorism Risk Insurance Act of 2002, the "Act," the **Insured** has been provided notice that the **Insured** may elect to purchase coverage for loss covered under this Policy arising directly or indirectly as a result of a certified "act of terrorism" as defined by Section 102. Definitions, of the Act and any revisions or amendments thereto and the premium charge for such coverage.

After receiving such notice, the **Insured** has elected not to purchase coverage for such certified "acts of terrorism" and has agreed to the inclusion of a Terrorism Exclusion. Therefore, this Policy is amended to include the following exclusion:

The Company has no obligation to make any payment or to provide or to pay for a defense under this Policy due to or arising directly or indirectly as a result of or in connection with **Terrorism** including but not limited to, any contemporaneous or ensuing loss caused by fire, looting, or theft.

Terrorism means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

The defined term **Terrorism** shall specifically include, but is not limited to, the following definition of a certified "Act of Terrorism" defined by Section 102. Definitions, of the Terrorism Risk Insurance Act of 2002 and any revisions or amendments thereto:

- (1) Act of Terrorism -
 - (A) Certification. - The term "act of terrorism" means any act that is certified by the Secretary of the Treasury of the United States, in concurrence with the Secretary of State, and the Attorney General of the United States -
 - (i) to be an act of terrorism;
 - (ii) to be a violent act or an act that is dangerous to -
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
 - (iii) to have resulted in damage within the United States, or outside of the United States in the case of -
 - (I) an air carrier or vessel described in paragraph (5)(B); [for the convenience of this endorsement, paragraph (5)(B) reads: occurs to an air carrier (as defined in Section 40102 of title 49, United States Code) to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission];
 - (II) the premises of a United States mission; and

ENDORSEMENT NO. (Continued)

- (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- (B) Limitation. - No act shall be certified by the Secretary as an act of terrorism if -
 - (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
 - (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- (C) Determinations Final. - Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.
- (D) Nondelegation. - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed as follows:

SECTION IV - CONDITIONS, Paragraph 7. Transfer of Rights of Recovery Against Others to Us - Applicable to Coverages A, B, C and E is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)