



## Policyholder Information

### Named Insured & Mailing Address

IRON DESIGN, LLC  
521 N 19TH ST  
BATON ROUGE, LA 70802

### Agent Mailing Address & Phone No.

(225) 408-3333  
THOMSON SMITH & LEACH INS GROUP  
INC  
8540 QUARTERS LAKE RD  
BATON ROUGE, LA 70809-2170

### Dear Policyholder:

We know you work hard to build your business. We work together with your agent, **THOMSON SMITH & LEACH INS GROUP (225) 408-3333** to help protect the things you care about. Thank you for selecting us.

Enclosed are your insurance documents consisting of:

- Commercial Umbrella

To find your limits of insurance and premium please refer to your Declarations page(s). Please refer to your policy for specific coverages.

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (225) 408-3333



### Reminders

- Verify that all information is correct
- If you have any changes, please contact your Agent at (225) 408-3333
- In case of a claim, call your Agent or 1-844-325-2467

THIS IS  
NOT A  
BILL

### You Need To Know

- CONTINUED ON NEXT PAGE

To report a claim, call your Agent or 1-844-325-2467

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## You Need To Know - continued

- **NOTICE(S) TO POLICYHOLDER(S)**

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

FORM NUMBER	TITLE
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
CNU90 15 10 21	Important Notice Regarding Changes To Your Umbrella Liability Policy - Please Review Carefully
NP 73 12 02 20	Terrorism Insurance Premium Notice And Opportunity To Reject
NP 74 44 09 06	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
NP 89 69 09 21	Important Policyholder Information Concerning Billing Practices
SNI04 01 12 20	Liberty Mutual Group California Privacy Notice

- This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

## REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

### We're Just a Call Away - One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at 1(844)325-2467 for reporting new property, auto, liability and workers' compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

### Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms - part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at [www.libertymutualgroup.com/toolkit](http://www.libertymutualgroup.com/toolkit).

For all claims inquiries please call us at 1(844)325-2467 .

## IMPORTANT NOTICE REGARDING CHANGES TO YOUR UMBRELLA LIABILITY POLICY - PLEASE REVIEW CAREFULLY

We take our responsibility to our customers seriously, and part of that responsibility is always keeping you informed. Recently, we introduced a new version of our Umbrella Liability Product with revisions to our base coverage form and numerous endorsements.

Enclosed with your renewal package is the updated version of your policy. Your new policy reflects modernized, consistent contract language, reorganized form sections for improved readability, and additional various changes to reduce policy size, allowing us to provide the most efficient and greatest protection at an affordable price. New coverages and exclusions are introduced while some current coverages and exclusions are expanded or limited.

### Reviewing Your Coverage

For information regarding this change, please review the summary of changes to your policy below. Please note that not all the endorsements and coverage forms indicated may apply to your specific policy. In addition, this notice does not reference every editorial change made to the endorsement or coverage form; it only reflects significant coverage reductions and/or clarifications. It should be noted that there may also be broadenings of coverage in your renewal policy. Please review the individual forms for the changes that may have resulted in a broadening of coverage. Only the countrywide versions of endorsements are referenced. State specific versions, where applicable, have been amended in the same manner as the countrywide version unless otherwise specified.

### We're Here to Help

If you would like more information on these changes or have any other questions about your policy, please contact your independent agent or broker listed on the Policy Declarations.

*The summary that follows is for information purposes only and does not provide coverage. Your policy forms, along with the Policy Declarations, provide complete details of your coverage. If the below summary conflicts with the applicable policy language, the policy language prevails.*

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### SUMMARY OF CHANGES TO YOUR BASE UMBRELLA POLICY

The following is a summary of the changes we believe are most significant. The changes are listed in the order the coverages or provisions appear in your renewal policy.

Previous Form Number	Previous Form	New Form Number	New Form
CU 60 02 06 97	Commercial Umbrella Coverage Form	CU 60 02 04 21 or CU 60 02 10 21	Commercial Umbrella Coverage Form

### SECTION I - COVERAGES

#### Reduction or Potential Reductions in Coverage

- If your previous policy did not contain **CU 88 30 07 14 General Amendatory**, **CU 88 31 05 09 Personal and Advertising Injury - Following Form** or a state equivalent endorsement, **Section I - Coverages** has been updated to include a section that outlines the application of bodily injury, property damage and personal and advertising injury that may result in a reduction of coverage.
- If your previous policy contained **CU 88 30 07 14 General Amendatory**, **CU 88 31 05 09 Personal and Advertising Injury - Following Form** or a state equivalent endorsement, the amendments to **Section I. Coverage** in these endorsements have now been added to your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form**.
- A coverage territory definition now applies to bodily injury, property damage and personal and advertising injury:

- If your previous policy included **CU 63 44 Foreign Liability - Following Form** or a state equivalent endorsement, this endorsement has now been repurposed into this definition and that endorsement will no longer apply.
- If your previous policy did not include **CU 63 44 Foreign Liability - Following Form**, your renewal policy no longer applies to occurrences happening anywhere and instead will apply to the coverage territory which is defined to include the US, including its territories and possessions, Puerto Rico and Canada and will also apply anywhere in the world, but only if that coverage is provided by underlying insurance. Coverage will not apply to anywhere that is subject to trade or other economic sanctions or embargo by the US.
- Personal and advertising injury must now take place in the coverage territory. This may result in a reduction in coverage.

## SECTION II - WHO IS AN INSURED

### Editorial Change

- This is a new section that has been added to your renewal policy. Your previous policy defined the term "insured". That definition has been removed and replaced with this new section.
- Your renewal policy now outlines how coverage applies to those who qualify as additional insureds when required by contract or agreement. This provision was previously located in **Section III - Limits Of Insurance**.
- Employees, leased workers and temporary workers are now defined in **Section VII - Definitions**.

### Reduction or Potential Reductions in Coverage

- Your previous policy included anyone as an insured who was included on underlying insurance. Your renewal policy has been updated to outline specific insureds and only additional insureds when they are included on the underlying insurance. For example, insured status is listed for trusts, entities other than a partnership, joint venture or limited liability company and volunteer workers, employees (other than your executive officers) and managers. This may result in a reduction of coverage if there are insureds included on your underlying policy that are not listed on this policy.
- Your renewal policy now outlines how coverage will apply to those who qualify as additional insureds when required by contract or agreement. If your previous policy contained the **CU 88 39**, this section has been moved from **Section III - Limits of Liability** to **Section II - Who is an Insured**. If your previous policy did not contain **CU 88 39 07 14 Amendment of Definition of Insured**, this may be a reduction in coverage as coverage provided to such person or organization will be the lesser of the amount agreed upon in the contract or agreement or the applicable limits of insurance for this policy. If the applicable limits of insurance agreed upon are wholly in the underlying insurance then this policy will not apply.

### Broadening of Coverage

- The requirement of being the sole owner as of the effective date of this policy has been removed.
- Who is an insured for liability arising out of the maintenance, ownership or use of an auto has been expanded to include any person or organization as an insured with regards to that liability as long as they qualify on underlying insurance.

## SECTION III - LIMITS OF INSURANCE

### Editorial Change

- Limits Of Insurance has moved from Section II. **Limits Of Insurance** to **Section III - Limits Of Insurance**.

### Reduction or Potential Reductions in Coverage

- Your previous policy did not apply the general aggregate to any underlying insurance to which no aggregate applied. Your renewal policy applies the general aggregate to all coverage except damages caused by an occurrence and resulting from the ownership, maintenance or use of a covered auto. This change may result in a reduction of coverage.



- Your renewal policy no longer applies the general aggregate limit separately and in the same manner as the aggregate limits in the underlying insurance. However, if your policy contains endorsement **CU 90 63**, your aggregate will apply in this manner.
- The each occurrence limit is most we will pay for all damages. Your previous policy outlined that the each occurrence limit was the most we will pay for bodily injury, property damage, or personal and advertising injury. This could be a potential reduction in coverage.
- Non-cumulation of liability is now included in your renewal base policy contract. If your previous policy did not include **CU 88 02 Non-Cumulation of Liability (Same Occurrence)**, there may be a reduction in coverage. If your policy did include **CU 88 02**, non-cumulation of liability now applies to one offense caused by personal and advertising injury, which may also result in a reduction of coverage.
- The retained limit will not be reduced or exhausted by defense costs, loss adjustment expenses, supplementary payments or similar amounts that reduce or exhaust the policy limits of underlying insurance or other insurance. Your previous policy did not outline this restriction.
- If applicable underlying insurance is not written concurrently with the policy period of your Umbrella policy, the retained limit of your Umbrella policy will only be reduced or exhausted by payments for bodily injury or property damage occurring during the Umbrella policy period or personal and advertising injury committed during the Umbrella policy period. If your policy did not have the **CU 60 44 Unimpaired Aggregate Endorsement** previously, there may be a reduction in coverage.

#### Clarification of Coverage

- Non-cumulation of liability no longer applies to insurance specifically written as excess of this policy.

### SECTION IV - DEFENSE

#### Editorial Changes

- Defense has moved from Section **III. Defense** to **Section IV - Defense**.

#### Reduction or Potential Reductions in Coverage

- We will pay for all costs taxed against the insured, however, your renewal policy clarifies that those costs do not include attorneys' fees and attorneys' expenses taxed against the insured.
- Your renewal policy outlines that this policy will pay for actual loss of earnings up to \$500 a day because of time off work. Your previous policy did not outline this specifically, including the dollar amount, which may result in a reduction of coverage.

#### Clarifications of Coverage

- Your renewal policy clarifies that we will use the counsel of our choice when we have the right and duty to defend you.
- Your renewal policy includes additional clarification that we reserve the rights to settle the suit or claim within our limits.
- We will reimburse you for our share of reasonable costs incurred when we are prevented by law or statute from performing the duty to defend and you agree to take up defense and investigation. Your previous policy did not explicitly outline this provision.

### SECTION V - EXCLUSIONS

#### Editorial Changes

- Exclusions has moved from Section **IV. Exclusions** to **Section V - Exclusions**.
- Each exclusion now contains their own title and have been rearranged into alphabetical order.
- The Nuclear Material, Hazard or Incident exclusion located at the bottom of your previous policy contract has been moved into the Exclusion section. The definitions in this previous provision have been added to **Section VII - Definitions**.

- The definition of pollutants has been moved to **Section VII - Definitions**.
- **CU 63 44 Foreign Liability - Following Form** no longer applies and instead a definition for coverage territory has been added.

## Reduction or Potential Reductions in Coverage

### ● Aircraft

- If your previous policy did not include **CU 89 21 Amendment of Aircraft Exclusion** or a state equivalent endorsement, this exclusion has been amended to apply to any liability arising out of any aircraft owned, operated or rented or loaned to an insured. Your previous policy applied this exclusion to any aircraft hired without pilot or crew, by or on behalf of any insured. Your renewal policy's aircraft exclusion also applies even if the claim against the insured allege negligence or other wrongdoing. This may result in a reduction of coverage.
- If your previous policy did include **CU 89 21 Amendment of Aircraft Exclusion** or a state equivalent endorsement, the exclusion in your renewal policy has been updated to apply to any liability which may be a reduction in coverage.

### ● Asbestos

- The exclusion in your previous policy has been updated to apply to any liability, loss, costs or expense allegedly arising out of asbestos.
- Paragraph **b.** now applies regardless if such activities are requested, ordered or mandated by any regulatory or governmental entity.
- Paragraph **c.** now applies regardless if such claim or suit is brought by or on behalf of any regulatory or governmental authority.

### ● Auto Coverages

- If your previous policy did not include **CU 61 06 Auto Liability - Following Form, CU 61 07 Auto Liability Exclusion** or a state equivalent endorsement, your policy now includes an exclusion for liability arising out of the ownership, maintenance, use or entrustment of any auto. However, this exclusion does not apply to the extent underlying insurance provides such coverage.

### ● Contractual Liability

- If your previous policy did not include **CU 61 13 Contractual Liability - Following Form, CU 61 50 Contractors Limitation Endorsement** or a state equivalent endorsement, your policy now includes an exclusion for any liability assumed by any insured under any contract or agreement. This may be a reduction in coverage if the exception of this exclusion does not apply.

### ● Employment-Related Practices

- If your previous policy included **CU 88 03 Employment-Related Practices Exclusion** or a state equivalent state-specific employment-related practices exclusion, your renewal policy exclusion has been amended to remove coverage for any consequential liability, damage, loss, cost or expense arising out of employment-related practices, policies, acts or omissions. The **CU 88 03 Employment-Related Practices Exclusion** applied this exclusion specifically to spouse, child, parent, brother or sister and this change may result in a reduction of coverage.
- If your previous policy did not include the **CU 88 03 Employment-Related Practices Exclusion**, the following changes apply:
  - This insurance no longer applies to employment-related practices, policies, acts or omissions which may result in a reduction in coverage.
  - This insurance does not apply to any consequential liability, damage, loss, cost or expense resulting from the refusal to employ or promote a person; termination of a person's employment or employment-related practices, policies, acts or omissions.
  - This exclusion applies whether the injury causing event occurs before employment, during employment or after employment of that person.

These changes may result in a reduction in coverage.



- **Damage to Property**

- If your previous policy did not include **CU 90 51 Damage to Property Amendment (Care, Custody and Control Personal Property)**, **CU 90 52 Damage to Property Amendment** or a state equivalent endorsement the following is now excluded for property damage by your renewal policy:
  - Property damage to property you own, rent or occupy clarifies that this exclusion includes 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.
  - Premises you sell, give away, or abandon, if the property damage arises out of any part of those premises. This exclusion does not apply if the premises are your work and were never occupied, rented or held for rental by you.
  - That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the property damage arises out of those operations. This exclusion does not apply to liability assumed under a sidetrack agreement.
  - That particular part of any property that must be restored, repaired, or replaced because your work was incorrectly performed on it. This exclusion does not apply to liability assumed under a sidetrack agreement or to property damage included in the products-completed operations hazard.

- **Fungi or Bacteria**

- If your previous policy did not include **CU 63 80 Fungi or Bacteria Exclusion** or a state equivalent endorsement, your renewal policy now includes an exclusion for fungi or bacteria which may result in a reduction of coverage.

- **Liquor Liability**

- If your previous policy did not include **CU 61 25 Liquor Liability Exclusion**, **CU 61 26 Liquor Liability - Following Form** or a state equivalent endorsement, your policy now includes an exclusion for liquor liability, however this exclusion only applies to the extent that underlying insurance does not include such exclusion. This exclusion also applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. This may result in a reduction of coverage.

- **Mobile Equipment**

- If your previous policy did not include **CU 64 92 Mobile Equipment - Following Form** or a state equivalent endorsement:
  - Your policy now includes an exclusion for mobile equipment. However, this exclusion does not apply to the extent that underlying insurance provides such coverage.
  - Your policy's definition has been updated to clarify that mobile equipment does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where such vehicles are licensed or principally garaged.

This may result in a reduction of coverage.

- If your previous policy included **CU 64 92 Mobile Equipment - Following Form** or a state equivalent endorsement, a definition of mobile equipment has been added to your policy specifying the types of mobile equipment defined by this term. This may result in a reduction of coverage.

- **Personal and Advertising Injury**

- If your previous policy did not include **CU 88 30 07 14 General Amendatory**, **CU 88 31 05 09 Personal and Advertising Injury - Following Form** or a state equivalent endorsement, Exclusions J. and K. have been combined, apply to the newly defined term personal and advertising injury and the following changes apply:



- Your renewal policy exclusion no longer references televised, videotaped or electronic publication of material.
- The exclusion for personal and advertising injury arising out of willful violation of a penal statute or ordinance has been updated to be a criminal act committed by or at the direction of the insured.
- The exclusions for advertising injury arising out of a breach of contract, failure of goods, products or services, and wrongful description of the price of goods, products or service applies to personal and advertising injury and not just advertising injury as it had on your previous policy.
- An exclusion has been added for personal and advertising injury caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury.
- An exclusion has been added for personal and advertising injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.
- The exclusion included in Exclusion K. advertising injury committed by an insured whose business is advertising, broadcasting, publishing or telecasting now applies to personal and advertising injury.
- An exclusion has been added for personal and advertising injury committed by an insured whose business is designing or determining content of websites for others or an internet search, access, content or service provider.
- An exclusion has been added for personal and advertising injury arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which they exercise control.
- An exclusion has been added for personal and advertising injury arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag or other similar tactics to mislead another's potential customers.
- If your previous policy included **CU 88 31 05 09 Personal and Advertising Injury - Following From** or a state equivalent and this endorsement no longer applies, your renewal policy's personal and advertising injury exclusion is no longer follow form with the underlying and instead includes specific exclusions that apply to this definition within your renewal policy and should align with standard underlying language. This may result in a reduction of coverage if your underlying policy has differing language than your renewal Umbrella policy.

#### ● **Pollution**

- The pollution exclusion in your renewal policy has been updated and the following changes apply:
  - We have clarified that this exclusion applies anywhere at any time.
  - Added in statutory and regulatory requirement as part of Paragraph **b.(1)**.
  - A clarification has been added that this exclusion applies regardless of coverage provided on underlying insurance.

These changes may result in a reduction of coverage.

#### ● **Recording and Distribution of Material or Information in Violation of Law**

- If your previous policy did not include **CU 64 79 Recording and Distribution of Material or Information in Violation of Law Exclusion** or a state equivalent endorsement, your policy now includes an exclusion for recording and distribution of material or information in violation of law. This may result in a reduction of coverage.



- **War**

- If your previous policy included **CU 88 01 War Liability Exclusion** or a state equivalent endorsement, your renewal policy exclusion has been amended to apply to any liability which may result in a reduction of coverage.
- If your previous policy did not include **CU 88 01 War Liability Exclusion**, your renewal policy exclusion has been amended to apply to:
  - Any liability.
  - Warlike action by military force, usurped power or action taken by governmental authority in hindering or defending against insurrection, rebellion, revolution and usurped power.
  - The exclusion no longer only applies to liability assumed under a contract or agreement.
 These changes may result in a reduction of coverage.

- **Watercraft**

- If your previous policy included **CU 89 19 Amendment of Watercraft Exclusion** or a state equivalent endorsement, the exclusion in your renewal policy has been updated to apply to any liability which may be a reduction in coverage.
- If your previous policy did not include **CU 89 19 Amendment of Watercraft Exclusion** or a state equivalent endorsement, this exclusion has been amended to apply to any liability arising out of any watercraft owned, operated or rented or loaned to an insured. Your previous policy applied this exclusion to any watercraft chartered without crew, by or on behalf of any insured. Your renewal policy's watercraft exclusion also applies even if the claim against the insured allege negligence or other wrongdoing. This may result in a reduction of coverage.

## Clarifications of Coverage

- **Aircraft**

- If your previous policy included **CU 89 21 Amendment of Aircraft Exclusion**, this endorsement has been added into your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form** and the endorsement will no longer apply.

- **Auto Coverages**

- Paragraph **a.** of this exclusion is clarified to apply to first-party auto physical damage, medical payments and personal injury protection.
- If your previous policy included **CU 61 06 Auto Liability - Following Form**, this endorsement is now added into your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form** and this endorsement will no longer apply.

- **Damage to Property**

- If your previous policy included **CU 90 51 Damage To Property Amendment (Care, Custody And Control Personal Property)**, this endorsement has been added into your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form** and the endorsement will no longer apply.

- **Employment-related Practices**

- If your previous policy included **CU 88 03 Employment Related Practices Exclusion**, this endorsement has been added into your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form** and the endorsement will no longer apply.

- **Fungi or Bacteria**

- If your previous policy included **CU 63 80 Fungi or Bacteria Exclusion**, this endorsement has been added into your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form** and the endorsement will no longer apply.

- **Liquor Liability**

- If your previous policy included **CU 61 26 Liquor Liability - Following Form**, this endorsement has been added into your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form** and the endorsement will no longer apply.

- **Mobile Equipment**

- If your previous policy included **CU 64 92 Mobile Equipment - Following Form**, this endorsement has been added into your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form** and the endorsement will no longer apply.

- **Recording and Distribution of Material or Information in Violation of Law**

- If your previous policy included **CU 64 79 Recording and Distribution of Material or Information in Violation of Law Exclusion**, this endorsement has been added into your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form** and the endorsement will no longer apply.

- **War**

- If your previous policy included **CU 88 01 War Liability Exclusion**, this endorsement has been added into your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form** and the endorsement will no longer apply.

- **Watercraft**

- If your previous policy included **CU 89 19 Amendment of Watercraft Exclusion or a state equivalent endorsement**, this endorsement has been added into your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form** and the endorsement will no longer apply.

## **Broadening of Coverage**

- **Auto Coverages**

- If your previous policy included **CU 61 07 Auto Liability Exclusion** or a state equivalent endorsement, your renewal policy may result in a broadening of coverage if applicable underlying insurance provides coverage for any liability arising out of the ownership, maintenance, use or entrustment to others of any auto.

- **Contractual Liability**

- If your previous policy included **CU 61 13 Contractual Liability - Following Form, CU 61 50 Contractors Limitation Endorsement** or a state equivalent endorsement, the new exclusion on your renewal policy includes exceptions to the contractual liability exclusion language previously applied via those endorsements and outline that reasonable attorney's fees and necessary litigation expenses may be deemed to be damages in some cases and these changes may result in a broadening of coverage.

- **Damage to Property**

- If your previous policy included **CU 90 52 Damage to Property Amendment** and this endorsement no longer applies, your renewal policy's damage to property exclusion has been amended from applying to all property to only personal property in the care, custody and control and results in an expansion of coverage.

- **Liquor Liability**

- If your previous policy included **CU 61 25 Liquor Liability Exclusion** or a state equivalent endorsement, your renewal policy includes a liquor exclusion, however, this exclusion only applies to the extent that coverage is excluded on the underlying insurance. This may result in a broadening of coverage if underlying insurance does not include a state equivalent exclusion.

## SECTION VI - CONDITIONS

### Editorial Changes

- **Changes**

- We have removed the statement that notice to any agent or knowledge possessed by any agent or any other person will not affect a waiver or change any part of this policy.

### Reduction or Potential Reductions in Coverage

- **Concealment, Misrepresentation or Fraud**

- A new concealment, misrepresentation or fraud condition has been added to your policy. We may void this policy or deny a claim at any time if, before or after a loss, you concealed or misrepresented any material fact or circumstance; made incorrect statements or representations to us with regard to any material fact or circumstance or engaged in fraudulent conduct at the time of application or any time during the policy period. This may result in a reduction in coverage.

- **Economic or Trade Sanctions**

- If your previous policy did not include **CU 64 87 Economic or Trade Sanctions Condition Endorsement** or a state equivalent endorsement, your policy now includes a condition for economic or trade sanctions, making coverage for any claim or suit in violation of US economic or trade sanctions to be null and void. This may result in a reduction of coverage.

- **Maintenance of Underlying Insurance**

- If your previous policy did not include **CU 88 30 07 14 General Amendatory, CU 88 31 05 09 Personal and Advertising Injury - Following Form** or a state equivalent endorsement, your policy's maintenance of underlying insurance condition has been updated to require the total applicable limits of all underlying insurance not decrease except for any reduction or exhaustion of aggregate limits by payment of judgments or settlements to which this policy applies. This may result in a reduction of coverage.

### Clarifications of Coverage

- **Bankruptcy or Insolvency**

- We have added a clarification to the bankruptcy or insolvency clause to state that our insurance will apply as if the underlying insurance were in full effect.

- **Cancellation**

- Proof of mailing of the notice will be sufficient proof of notice under this section. Note that a state specific may amend this section.

- **Economic or Trade Sanctions**

- If your previous policy included **CU 64 87 Economic or Trade Sanctions Condition Endorsement**, this endorsement has been added into your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form** and the endorsement will no longer apply.

- **Inspection**

- We have added a clarification that the inspection condition extends to third parties who are working on our behalf.

- **Legal Actions Against Us**

- Clarification has been added that we will not be liable for damages that are not payable under the terms of this policy or are in excess of the applicable limit of insurance provided by this policy.

- **Maintenance of Underlying Insurance**

- If your previous policy included **CU 88 30 07 14 General Amendatory**, **CU 88 31 05 09 Personal and Advertising Injury - Following Form** or a state equivalent endorsement, the requirement to maintain limits of underlying policies has now been added into your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form** and that portion of the endorsement will no longer apply.

- **Separation of Insureds**

- This condition now states that all exclusions will still apply to all insureds, even if the injury or damages are caused by one or more insureds.

### **Broadening of Coverage**

- **Appeals**

- We will be liable for all court costs, expenses incurred and interest incidental to the appeal in addition to the limits of insurance of this policy.

## **SECTION VII - DEFINITIONS**

### **New Definitions**

- "By-product material", previously located in the Nuclear Energy Liability Exclusion.
- "Coverage territory". See **Section I - Coverages** above for details.
- "Employee", this was previously addressed in the definition of "insured" on your previous policy.
- "Executive officer"
- "Fungi"
- "Leased worker"
- "Named insured", this was previously included in Paragraph 1. of the definition of "insured" which has been removed.
- Definitions previously included in the Nuclear Liability Exclusion have been added to the definitions section: "nuclear facility"; "nuclear material"; "nuclear reactor"; "nuclear waste", "source material", "special nuclear material", and "spent fuel".
- "Other insurance"
- "Policy period"
- "Pollutants", this was previously included in the Exclusion L. on your previous policy.
- "Retained limit", this was previously included in the Limits Of Insurance section.
- "Spouse"
- "Temporary worker", this was previously addressed in the definition of "insured" on your previous policy.
- "Underlying insurer"
- "Volunteer worker", this was previously addressed in the definition of "insured" on your previous policy.

### **Definition Changes**

- "Advertising injury" has been removed and incorporated into the "personal and advertising injury" definition.

- "Auto":
  - If your previous policy included **CU 61 06 Auto Liability - Following Form** or a state equivalent endorsement, the definition of auto has been amended to specify land motor vehicle, trailer or semitrailer designed for travel on public roads, including any machinery or equipment and 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. This may be a reduction in coverage if this definition differs from underlying insurance.
  - If your policy did not include **CU 61 06 Auto Liability - Following Form**, 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 has been added to the definition of auto.
- "Bodily injury" has been updated to include death.
- The definition for "claim" has been removed.
- If your previous policy included **CU 88 30 07 14 General Amendatory, CU 88 31 05 09 Personal and Advertising Injury - Following Form** or a state equivalent endorsement, there is no longer a definition for "consequential bodily injury" included in your renewal policy.
- If your previous policy included **CU 64 82 Amendment - Electronic Data** or a state equivalent endorsement, the definition for "electronic data" has been moved to the property damage definition and this endorsement no longer applies.
- If your previous policy included **CU 63 80 Fungi or Bacteria Exclusion** or a state equivalent endorsement, the definition for "fungi" from this endorsement has been built into your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form** and this endorsement will no longer apply.
- The definition of "insured" has been removed. Please see **Section II - Who Is An Insured** above for details.
- The definition of "insured contract" has been amended to include the following:
  - A contract for 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";
  - A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad.
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees"; or
  - Paragraphs **11.f.** and **11.g.** are outlines to not include specific parts of any contract or agreement. Please see your contract for details.
- If your previous policy did not include **CU 64 92 Mobile Equipment - Following Form**, your policy's "mobile equipment" definition has been updated. See **Section V - Exclusions** above for details.
- The definition of "named insured" has resulted in the following changes:

#### Potential broadenings of coverage -

- Any organization in which you maintain ownership or majority interest is a named insured. Your previous policy only provided for a company of which you own more than 50%.
- Your renewal policy extends coverage to qualifying newly acquired or formed organization until the 180th day from the date you acquire or form the organization or the end of the policy period, whichever is earlier. Your previous policy extended for 90 days.

#### Potential reductions of coverage -

- Your renewal policy requires that an organization which you own or in which you have a majority interest be made known to us by the effective date of this policy and also included as an insured on underlying insurance. The coverage provided on your renewal contract for this organization will be no broader than that provided by underlying insurance.
- Coverage for a qualifying newly acquired or formed organization will only apply if there is not similar insurance available to that organization. Your previous policy did not have this requirement.
- The definition of "occurrence" has resulted in the following changes:
  - If your policy did not include **CU 88 30 07 14 General Amendatory, CU 88 31 05 09 Personal and Advertising Injury - Following Form** or a state equivalent endorsement, the definition of "occurrence" has been updated to only apply to bodily injury and property damage and a separate definition for offense has been created for personal and advertising injury.
  - If your policy included **CU 88 30 07 14 General Amendatory, CU 88 31 05 09 Personal and Advertising Injury - Following Form** or a state equivalent endorsement, the change to the definition of "occurrence" within that endorsement is now included in your renewal policy coverage form **CU 60 02 Commercial Umbrella Coverage Form** and that portion of that endorsement will no longer apply.
  - All such exposure to substantially the same general harmful conditions shall be considered arising out of one occurrence has been clarified within the policy language which may result in a reduction of coverage.
- The definition of "offense" has been clarified to outline that one offense will be considered regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants.
- If your policy included **CU 88 30 07 14 General Amendatory, CU 88 31 05 09 Personal and Advertising Injury - Following Form or a state equivalent**, the definition of "personal and advertising injury" included in this endorsement has been built into your contract and that portion of the endorsement no longer applies.
- If your policy did not include **CU 88 30 07 14 General Amendatory, CU 88 31 05 09 Personal and Advertising Injury - Following Form** or a state equivalent endorsement, the following changes apply:
  - Personal injury and advertising injury is now combined under one personal and advertising injury definition.
  - Televised, videotaped or electronic publication has been removed from multiple parts of this definition.
  - Infringing upon another's copyright, trade dress or slogan in your advertisement has been updated to remove title from the infringement part of the definition.
  - The use of another's advertising idea in your advertisement is now included in the definition.
- The definition of "products completed operations hazard" has been amended to not include bodily injury or property damage arising out of 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 and unloading of that vehicle by any insured. This may result in a reduction of coverage.



- If your previous policy included **CU 64 82 Amendment - Electronic Data**, this endorsement no longer applies and electronic data meaning has been added to the definition of "property damage".
- If your previous policy did not include **CU 64 82 Amendment - Electronic Data**, the definition of "property damage" no longer considers electronic data as tangible property and a meaning for electronic data has been added to property damage. This may result in a reduction of coverage.
- The definition of "suit" has been updated to include any liability to which this insurance applies.
- The definition for "underlying insurance" now stipulates that if the policy shown in the schedule of underlying insurance has limits that are greater than what is shown on this policies schedule, this policy will apply in excess of that greater limit and if the limit is lower than what's shown on this policy's schedule, this policy will apply in excess of the amount shown in this policy's schedule.

#### SUMMARY OF CHANGES TO GENERAL UMBRELLA ENDORSEMENTS

The following endorsements have been revised. Listed below are the changes we believe to be the most significant:

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 60 14 04 99	Amendment Of General Aggregate Limit (Policy Aggregate)	CU 60 14 04 21	Amendment Of General Aggregate Limit (Policy Aggregate)
CU 60 15 04 99	Amendment Of General Aggregate Limit	CU 60 15 04 21	Amendment Of General Aggregate Limit

- A non-cumulation condition has been added which indicates that if one occurrence or offense takes place in multiple previous/future policy periods of policies issued to you by us, the limit of insurance for coverage under your current policy will be reduced by payments we make for that same occurrence or offense under those previous/future policies. This results in a reduction of coverage as your previous endorsement did not contain this limitation.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 60 17 04 99	Directors and Officers Liability - Following Form (Employment Related Practices Included)*	CU 60 18 04 21	Directors and Officers - Following Form
CU 60 18 04 99	Directors and Officers Liability Following Form (Employment Related Practices Excluded)*	CU 60 18 04 21	Directors and Officers - Following Form
CU 63 87 06 97	Directors and Officers Liability - Following Form*	CU 60 18 04 21	Directors and Officers - Following Form

\*There may be state specific versions of the endorsements listed above. The changes summarized below also apply to the state specific version of the endorsements listed above.

#### Clarifications of Coverage

- We replaced the employment-related practices exclusionary language with a reference to Exclusion 10. Employment-related Practices and clarify that it applies regardless of any coverage provided by underlying insurance.



- The definition of "insured" has been deleted and we instead added a Who Is an Insured section for formatting consistency and clarification.
- We added a new section outlining the insured's duties in the event of an occurrence, offense, claim, or suit has been added to specifically apply to the endorsement.
- We added a clarification that the Separation of Insureds condition will not increase our limit of liability for any one wrongful act and has no effect on the applicability of exclusions that exclude coverage for all insureds for injury or damage arising from the specified conduct of any insured.
- We added a definition of "loss" to clarify what the meaning of that term includes.

#### **Reduction or Potential Reductions in Coverage**

- The new endorsement newly applies this exclusion even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured. The previous endorsement did not expressly apply the exclusion in this manner.
- We updated the coverage section of the endorsements to reflect and align with changes to the base coverage form. These changes include the addition of the following provisions, which were not included in your previous endorsement(s):
  - A provision has been added to indicate that amounts we may pay for wrongful acts are limited by the Limits Of Insurance section and that no other obligation or liability to pay sums or perform services is covered unless provided under the defense section of the endorsement(s).
  - A provision has been added to indicate that otherwise covered wrongful acts that may be covered by the endorsement(s) must take place in the coverage territory for coverage to apply.
  - A provision has been added to indicate that where an insured or any authorized representative of the insured knew about any wrongful act prior to the policy period, coverage will not apply.
  - A provision has been added to clarify when a wrongful act will be deemed to have been known for the purposes of determining coverage.
- The Limits Of Insurance section in the endorsement(s) has been revised to add the following conditions which were not included in your previous endorsement:
  - A non-cumulation condition has been added which indicates that if a wrongful act takes place in multiple previous/future policy periods of policies issued to you by us, the limit of insurance for coverage under your current policy will be reduced by payments we make for that same wrongful act under those previous/future policies.
  - A provision was added to outline how this coverage will apply in the situation where the underlying insurance is non-concurrent with the policy period of this policy and the retained limit with respect to this coverage will only be reduced or exhausted by payments for the applicable negligent act, error or omission that occur or claims that are made during the policy period or Extended Reporting Period of this policy.
- We updated the Defense section of the endorsement(s) to clarify our rights and duties with respect to defending claims or suits; including clarifying that we have no duty to defend any claim or suit that this insurance does not apply or that any other insurer has a right or duty to defend. This was not expressly provided in your previous endorsements.

<b>Previous Endorsement Number</b>	<b>Previous Endorsement</b>	<b>New Endorsement Number</b>	<b>New Endorsement</b>
CU 60 19 06 97	Printers Errors And Omissions - Following Form	CU 60 19 04 21	Printers Or Publishers Errors And Omissions - Following Form
CU 60 57 06 97	Printers Errors And Omissions Exclusion	CU 60 57 04 21	Exclusion - Printers And Publishers Errors And Omissions



- These endorsements have been revised to exclude the providing of, or failing to provide both printing or publishing services, which results in a reduction of coverage as your previous endorsement did not expressly exclude publishing services.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 60 27 06 97	Athletic Participants Exclusion	CU 60 27 04 21	Exclusion - Athletic Or Sports Participants

- If you're previous policy did not include **CU 60 27** or an equivalent endorsement and your current policy now includes this endorsement, this represents a reduction in coverage as liability arising out of athletic or sports participants is now excluded.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 60 28 01 16	Sexual Misconduct Or Abuse Exclusion	CU 60 28 04 21	Exclusion - Sexual Misconduct Or Abusive Acts

- In most parts of the endorsement, the defined term "abusive acts" replaces the general term "abuse" for consistency and clarity. The term "abusive acts" is also further defined to clarify what acts fall under the definition.
- Your previous endorsement excluded coverage for sexual misconduct and abuse. Your new endorsement also excludes these exposures but now also expressly excludes any additional acts or omissions in connection with the sexual misconduct or abuse as well.
- Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services in connection with sexual misconduct or abusive acts is now expressly excluded. Your previous endorsement did not expressly exclude this exposure.
- Oral or written publication of material that violates a person's right of privacy in connection with sexual misconduct or abusive acts is now expressly excluded. Your previous endorsement did not expressly exclude this exposure.
- The definition of the term "sexual misconduct" is revised to better clarify what the terms includes.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 60 29 07 14	Professional Liability - Following Form	CU 88 05 04 21	Professional Liability - Following Form

- If your previous policy included **CU 60 29**, your renewal policy will apply **CU 88 05** in replacement of that expired endorsement. The new following form continues to exclude any liability arising out of the rendering of or failure to render any professional services. Professional services is clarified to include any service arising out of a vocation or occupation involving specialized knowledge or skills, and the skills are mental opposed to only manual and outlines specific types of services considered, but not limited. This exclusion does not apply to the extent that coverage is provided by underlying insurance. These changes may result in a reduction of coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 60 60 07 14	Telecommunication Equipment or Service Providers Errors and Omissions Exclusion	CU 60 60 04 21	Exclusion - Telecommunication Equipment Or Service Providers Errors And

- If your previous policy did not include **CU 60 60** or a state equivalent endorsement and your current policy now includes this endorsement, this represents a reduction in coverage as any liability arising out of errors and omissions as a telecommunication equipment or service provider is now excluded.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 60 64 07 14	Contractors Limitation Endorsement - Wrap Ups	CU 60 64 04 21	Contractors Limitation Endorsement - Wrap Ups
CU 61 50 10 18	Contractors Limitation	CU 61 50 04 21	Contractors Limitation

#### Clarifications of Coverage

- Insured contract is no longer referenced in this exclusion and instead insured contract will be addressed in the renewal policy **CU 60 02 Commercial Umbrella Coverage Form**.
- The collapse hazard, explosion hazard and underground property damage exclusion has been amended to explicitly lay out those terms. The terms collapse hazard, explosion hazard, structural property damage, underground property damage hazard and underground property damage are no longer defined within this endorsement.

#### Reduction or Potential Reductions in Coverage

- If your previous policy included **CU 61 50 Contractors Limitation** or a state equivalent:
  - Exclusion **F.**, is now Exclusion **7.** on your renewal policy, and Exclusion **G.**, is now Exclusion **8.** on your renewal policy, are no longer deleted and they are not added back on a follow form basis through this endorsement. This may result in a reduction of coverage.
  - The exclusion property damage to property leased or rented to, occupied or used by or in the care custody or control of any insured or as to which any insured is for any purpose of exercising physical control has been removed and no longer applies in your renewal policy only to the extent that it is excluded on underlying insurance. This may result in a reduction of coverage.
- If your previous policy included **CU 60 64 Contractors Limitation Endorsement - Wrap Ups** or a state equivalent, exclusion property damage to property leased or rented to, occupied or used by or in the care custody or control of any insured or as to which any insured is for any purpose of exercising physical control has been removed and the exclusionary language included on your renewal **CU 60 02 Commercial Umbrella Coverage Form** for damage to property will apply.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 60 81 07 14	Specified Professional Liability Exclusion	CU 60 81 04 21	Exclusion - Specified Professional Liability

- Language has been added to the exclusion to clarify that professional services are excluded whether they are performed by you or performed by someone other than you, but on your behalf. Your previous endorsement did not expressly exclude professional services performed by someone other than you, but on your behalf, which may result in a reduction of coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 60 89 10 98	Corporal Punishment Exclusion	CU 60 89 04 21	Exclusion - Corporal Punishment

- If your previous policy did not include **CU 60 89** or an equivalent endorsement and your new policy now includes this endorsement, this represents a reduction in coverage as corporal punishment is now expressly excluded and was not expressly excluded on your previous policy.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 61 07 01 13	Auto Liability Exclusion	CU 61 07 04 21 or CU 61 07 10 21	Exclusion - Auto Liability

- This form has been updated to clarify that liability is excluded for damages arising out of any first party auto physical damages coverage, uninsured/underinsured motorist coverage, personal injury coverage, or any similar law, regulation, or ordinance. While this is a clarification of coverage, it may result in a reduction in coverage where prior forms may have been interpreted to include coverage for these types of auto coverages.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 61 15 07 14	Engineers, Architects or Surveyors Professional Liability Exclusion	CU 61 15 04 21	Exclusion - Engineers, Architects Or Surveyors Professional Liability

- If your previous policy did not include **CU 61 15** or a state equivalent endorsement and your current policy now includes this endorsement, this represents a reduction in coverage as any liability arising out of professional services as an engineer, architect or surveyor is now excluded

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 61 18 07 14	Exclusion of Insurance Agents' And Brokers' Errors and Omissions	CU 61 18 04 21	Exclusion - Insurance And Related Operations

- This endorsement is revised to exclude all insurance and related operations resulting in a reduction in coverage as your previous policy only excluded liability related to certain insurance operations .

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 61 19 07 14	Insurance Company As Named Insured Limitation	CU 61 19 04 21	Exclusion - Insurance Company As Named Insured Limitation

- Your previous endorsement excluded liability arising out of any obligation while acting in an insurer capacity. Your new endorsement also excludes this exposure but in addition now also expressly excludes the failure to discharge, or the improper discharge, of any obligation or duty, contractual or otherwise, when acting in an insurer capacity. This may result in reductions of coverage.
- An employee benefit plan is added as a type of insurance for which liability is excluded under this endorsement, which may result in a reduction in coverage.
- Liability is now excluded for the management or administration of any insolvency, guarantee fund, or organization or association, which may result in a reduction of coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 61 35 07 14	Professional Liability Exclusion	CU 88 04 04 21	Exclusion - Professional Liability

- If your previous policy included **CU 61 35**, your renewal policy will apply **CU 88 04** in replacement of that expired endorsement. The new exclusion includes added clarification that the professional services excluded includes any service arising out of a vocation or occupation involving specialized knowledge or skills, and the skills are mental as opposed to manual. The exclusion also lists specific services that are included but not limited to what would be considered professional services. These changes may result in a reduction of coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 61 37 07 14	Real Estate Agents and Brokers Errors and Omissions Exclusion and Limitation	CU 61 37 04 21	Exclusion - Real Estate Agents And Brokers Errors And Omissions

- This endorsement is revised to list specific examples of the types of liability that are excluded, including errors and omissions and acts performed in a fiduciary or representative capacity. While this change is a reinforcement of the exclusion, it may result in a reduction in coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 61 40 06 97	Seed Merchants	CU 61 40 04 21	Exclusion - Seed Merchants

- If your previous policy did not include **CU 61 40** or an equivalent endorsement and your new policy now includes this endorsement, this represents a reduction in coverage as liability arising out of operations performed as a seed merchants is now excluded. Note that the reduction of coverage applies only to the extent that you provide services as a seed merchant.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 61 47 01 13	Watercraft Liability	CU 61 47 04 21 Exclusion	Exclusion - Watercraft Liability

- This endorsement is revised to no longer include coverage for watercraft while ashore on a premises you own or rent, which is a reduction in coverage as your expiring endorsement included this coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 61 51 06 97	Financial Institutions Limitation	CU 61 51 04 21	Exclusion - Financial Institutions - Operating Trusts (With Limited Exception For Damage To Property Held In Your Care, Custody, Or Control)
CU 61 52 06 97	Financial Institutions- Operating Trusts Exclusion	CU 61 52 04 21	Exclusion - Financial Institutions - Operating Trusts

- Cryptocurrency is added as an excluded financial instrument of which losses are excluded for, which is a reduction in coverage.



Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 61 53 06 97	Employee Benefit Liability - Following Form	CU 61 53 04 21	Employee Benefit Liability - Following Form

\*There may be state specific versions of the endorsements listed above. The changes summarized below also apply to the state specific version of the forms listed above.

#### Clarifications of Coverage

- We added a new section outlining an insured's duties in the event of an occurrence, offense, claim, or suit to specifically apply to the endorsement.
- We clarified that the Separation of Insureds condition will not increase our limit of liability for any one wrongful act and does not impact the applicability of exclusions that exclude coverage for all insureds for injury or damage arising from the specified conduct of any insured.
- We added definitions for administration, cafeteria plans, claim, employee benefit program that apply to the new endorsement.
- We replaced the definition of employee to now include a person actively employed, formerly employed, on leave of absence or disabled or retired.

#### Reduction or Potential Reductions in Coverage

- The Coverage section of the endorsements has been updated to reflect and align with changes to the base coverage form. These changes include the addition of the following provisions, which were not included in your previous endorsement(s):
  - A provision has been added to indicate that amounts we may pay for a negligent act, error or omission in the administration of the insured's employee benefit program.
  - A provision has been added to indicate that the applicable negligent act, error or omission must take place in the coverage territory, did not take place before the Retroactive Date and after the end of the policy period, and the applicable claim was first made against the insured in accordance with the Paragraph 3. and the Extended Reporting Period of this endorsement for coverage to apply.
  - A provision has been added to clarify when the applicable act, error or omission will be deemed to have been known for the purposes of determining coverage.
- The Limits Of Insurance section in the endorsement(s) has been revised to add the following conditions which were not included in your previous endorsement:
  - The each occurrence limit is the most we will pay for the sum of all damages because of the applicable negligent act, error or omission.
  - A provision was added to outline how this coverage will apply in the situation where the underlying insurance is non-concurrent with the policy period of this policy and the retained limit with respect to this coverage will only be reduced or exhausted by payments for the applicable negligent act, error or omission that occur or claims that are made during the policy period or Extended Reporting Period of this policy.
- The Conditions section has been amended to adjust the following policy language which were not included on your previous endorsements:
  - Maintenance of underlying conditions have been outlined that stipulate that if the underlying insurance is cancelled or no longer in effect, this endorsement will also be cancelled or no longer in effect, effective the same date and time as the cancellation of the underlying insurance.
- The new endorsement now applies on a claims-made basis, including an Extended Reporting Period outlined in your endorsement. The previous endorsement applied on an occurrence basis. This change may result in a reduction in coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 61 55 07 14	Municipalities Limitation Endorsement	CU 61 55 04 21	Municipalities Limitation Endorsement

#### Clarifications of Coverage

- The collapse hazard, explosion hazard and underground property damage exclusion has been amended to explicitly lay out those terms. The terms collapse hazard, explosion hazard, structural property damage, underground property damage hazard and underground property damage are no longer defined within this form.

#### Reduction or Potential Reductions in Coverage

- The exclusion for failure to supply gas, oil, water, electricity, steam or biofuel applies regardless of whether such failure or inability is the result of the inadequacy of the insured to procure, produce, process or transmit sufficient gas, oil, water, electricity, steam or biofuel to meet the demand. Your previous endorsement applies this exclusion only if such failure resulted in that inadequacy. This may result in a reduction of coverage.
- Personal and advertising is excluded except to the extent that underlying insurance provides such coverage. Coverage under this policy will be no broader than that provided by underlying insurance. Your previous policy only excluded liability imposed by law or assumed by any insured under an insured contract because of personal and advertising injury. This may result in a reduction of coverage.
- The property damage exclusionary language has been updated to align with your renewal policy exclusion. This exclusion continues to only apply to the extent that coverage is excluded on an underlying policy when this endorsement is applied. This may result in a reduction of coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 62 01 01 17	Missouri Changes - Pollution Definition	CU 91 53 04 21	Missouri Changes - Pollution Definition

- Additional language has been added to the endorsement to clarify that the pollution exclusion applies whether or not any irritant or contaminant is your product or products used by you, and/or is an integral part of or incidental to your business or operations. This change may result in a reduction of coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 62 84 06 97	Injury to Volunteer Firefighters and Police Exclusion	CU 62 84 04 21	Exclusion - Injury To Volunteer Firefighters Or Police

- If your previous policy did not include **CU 62 84** or a state equivalent endorsement and your current policy now includes this endorsement, this represents a reduction in coverage as any liability for injuries to volunteer firefighters or police is now excluded

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 63 33 06 97	Exclusion - Liability Arising Out Of Lead	CU 63 33 04 21	Exclusion - Liability Arising Out Of Lead

- Your previous endorsement generally excluded any liability arising out of lead. Your new endorsement also excludes liability arising out of lead however your new endorsement has been revised to also expressly exclude any liability arising out of or in any way related to the mining, processing, manufacture, storage, distribution, sale, installation, removal, disposal, handling, use or existence of, or contact with lead, which may be a reduction in coverage.



- Additionally, language is added to clarify that the exclusion applies to the following:
  - Statutory or regulatory requirements related to lead;
  - Abatement of lead; and
  - Responding to the presence of lead.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 63 88 06 97	Directors and Officers Liability Exclusion	CU 63 88 04 21	Exclusion - Directors And Officers Liability

- New language is added to reaffirm that the exclusion applies even if a claim against the insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured. This change may result in a coverage reduction in jurisdictions where courts have previously held that these actions are generally covered under liability policies.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 64 00 12 04	Exterior Insulation and Finish System - Exclusion	CU 64 00 04 21	Exclusion - Exterior Insulation And Finish Systems

- If your previous policy did not include **CU 64 00** or a state equivalent endorsement and your current policy now includes this endorsement, this represents a reduction in coverage as any liability arising out of Exterior Insulation and Finish Systems is now excluded

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 64 68 03 04	Exclusion - Wood Preservative Chemicals	CU 64 68 04 21	Exclusion - Wood Preservative Chemicals

- If your previous policy did not include **CU 64 68** or a state equivalent endorsement and your current policy now includes this endorsement, this represents a reduction in coverage as any liability arising out of wood preservative chemicals is now excluded

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 65 13 07 10	Amendment Of Occurrence Definition	CU 65 13 04 21	Amendment of Occurrence Definition

- A sentence is added to the definition of occurrence to clarify that all exposure to the same harmful conditions are considered one occurrence, which may be a reduction in coverage as your previous endorsement did not contain this condition.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 81 90 01 16	Pastoral Counseling Professional Liability Limitation*	CU 81 90 04 21	Pastoral Counseling Professional Liability - Following Form

\* There may be state specific versions of the forms listed above. The changes summarized below also apply to the state specific version of the forms listed above.

#### Clarifications of Coverage

- A definition for wrongful act has been added that replaces previous exclusionary wording.



- A definition for loss has been added.
- The definition of "insured" has been deleted and we instead added that definition to **Section II - Who Is an Insured** section for formatting consistency and clarification.
- We added a new section outlining the insured's duties in the event of an occurrence, offense, claim, or suit has been added to specifically apply to the endorsement.
- We added a clarification that the Separation of Insureds condition will not increase our limit of liability for any one wrongful act and has no effect on the applicability of exclusions that exclude coverage for all insureds for injury or damage arising from the specified conduct of any insured.

#### Reduction or Potential Reductions in Coverage

- We updated the Coverage section of the endorsements to reflect and align with changes to the base coverage form. These changes include the addition of the following provisions, which were not included in your previous endorsement(s):
  - A provision has been added to indicate that amounts we may pay for loss are limited by the Limits Of Insurance section and that no other obligation or liability to pay sums or perform services is covered unless provided under the defense section of the endorsement(s).
  - A provision has been added to indicate that otherwise covered wrongful acts that may be covered by the endorsement(s) must take place in the coverage territory for coverage to apply.
- The Limits Of Insurance section in the endorsement(s) has been revised to add the following conditions which were not included in your previous endorsement:
  - A provision was added to outline how this coverage will apply in the situation where the underlying insurance is non-concurrent with the policy period of this policy and the retained limit with respect to this coverage will only be reduced or exhausted by payments for the applicable negligent act, error or omission that occur or claims that are made during the policy period or Extended Reporting Period of this policy.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 88 00 05 09	Exclusion - Communicable Disease	CU 88 00 04 21	Exclusion - Infectious Or Communicable Disease

- The following revisions to this endorsement are made and may be a reduction of coverage as your previous policy did not include these provisions:
  - The endorsement is revised to expressly exclude infectious diseases in addition to communicable diseases.
  - The endorsement now excludes any request, demand, or similar directive to respond in any way to the effects of an infectious or communicable disease, including any claim or suit brought by a government authority.
  - The endorsement now defines the term "infectious or communicable disease" with a broader description of what this term constitutes.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 88 04 07 14	Professional Services Exclusion	CU 88 04 04 21	Exclusion - Professional Liability

- If your previous policy did not include **CU 88 04** or an equivalent endorsement and your current policy now includes this endorsement, this represents a reduction in coverage as professional services are now expressly excluded under your new policy and were not expressly excluded under your previous policy. Note that the reduction of coverage applies only to the extent that you provide professional services.



Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 88 05 07 14	Professional Services - Following Form	CU 88 05 04 21	Professional Liability - Following Form

- This endorsement is revised to exclude all liability arising out of professional services and expand on the types of services which are excluded, which is a reduction in coverage as your previous policy did not contain these additional restrictions.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 88 39 07 14	Amendment Of Definition Of Insured	CU 88 39 04 21	Amendment Of Definition Of Insured

- This endorsement is revised to include any person or organization other than those described in Paragraphs 1., 2. or 3. under **Section II - Who Is An Insured** of your policy as an insured as long as they qualify as such on underlying insurance. Conditions on the limit of insurance afforded to that person or organization if required by contract or agreement is included in this endorsement. Limits applicable to this person or organization is included within the Limits Of Insurance shown in the Declarations of this policy. This may result in a reduction of coverage.
- If your policy no longer contains this endorsement, your policy terms for who is an insured will be outlined in **Section II - Who is an Insured**. This may result in a reduction of coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 88 65 10 01	Damage To Your Work - Following Form	CU 88 65 04 21	Damage To Your Work Performed By Subcontractors On Your Behalf - Following Form

- This endorsement replaces the Damage to Your Work exclusion in the base umbrella coverage form to add in follow form wording to the exception which grants coverage for damage to you work if the damage arises out of work performed by a subcontractor on the insured's behalf. This may restrict coverage if the exception is not provided on the underlying policy.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 88 80 03 05	Silica Or Silica-Related Dust Exclusion	CU 88 80 04 21	Exclusion - Silica Or Silica-Related Dust

- If your previous policy did not include **CU 88 80** or a state equivalent endorsement and your current policy now includes this endorsement, this represents a reduction in coverage as any liability arising out of silica or silica-related dust is now excluded

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 88 95 12 08	New Hampshire Changes - Earth Movement Exclusion	CU 88 95 04 21	New Hampshire Exclusion - Earth Movement
CU 88 96 12 08	New Hampshire Changes - Earth Movement Exclusion - Products-Completed Operations Hazard	CU 88 96 04 21	New Hampshire Exclusion - Earth Movement - Products-Completed Operations Hazard

- These endorsements have been revised to further clarify what types of earth movement for which liability is excluded, which may result in a reduction in coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 89 18 07 14	Exclusion - Testing or Consulting Errors and Omissions	CU 89 18 04 21	Exclusion - Testing Or Consulting Errors And Omissions

- Your previous endorsement excluded bodily injury, property damage, and personal and advertising injury arising out of testing or consulting errors or omissions. This form has been revised to exclude any liability arising out of testing or consulting errors or omissions, which may result in a reduction in coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 89 24 07 14	Personal And Advertising Injury Amendment (Trade Dress Limitation)	CU 89 24 04 21	Personal And Advertising Injury Amendment (Trade Dress Limitation)

- If your previous policy had **CU 89 24**, this form has been reduced to only amend the definition of advertisement. The definition remains the same as your previous contract.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 89 25 01 13	Personal And Advertising Injury - Following Form (Trade Dress Limitation)	CU 89 25 04 21	Personal And Advertising Injury - Following Form (Trade Dress Limitation)

- If your previous policy had **CU 89 25**, this form has been reduced to only amend the personal and advertising injury exclusion and amend the definition of advertisement. The changes to the exclusion and definition remain the same as in the previous version of this endorsement.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 89 42 10 14	Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included Exclusion	CU 89 42 04 21	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included
CU 89 45 10 14	Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception Exclusion	CU 89 45 04 21	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception

#### Reduction or Potential Reductions in Coverage

- The previous endorsements excluded liability arising out of the disclosure of any person or organization's confidential or personal information. We revised the exclusions to clarify that liability arising out of the disclosure of personal data as defined by law is now excluded. This was not expressly stated in the previous endorsements, which may result in a reduction of coverage. Additionally, we added CD-ROMS, DVD-ROMS, and Blu-ray discs to the definition of electronic data, which may result in a reduction in coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 89 61 06 15	Limited Coverage For Designated Unmanned Aircraft (Bodily Injury and Property Damage Only)	CU 89 61 04 21	Limited Coverage For Designated Unmanned Aircraft - Following Form

- This endorsement is revised to provide coverage only if an underlying policy also provides unmanned aircraft coverage, and for no broader coverage than what the underlying policy provides. This may result in a reduction of coverage if your underlying policy does not provide unmanned aircraft coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 89 66 01 16	Sexual Misconduct Limitation*	CU 89 66 04 21	Sexual Misconduct - Following Form
CU 89 67 01 16	Sexual Misconduct Limitation*	CU 89 67 04 21	Sexual Misconduct - (Claims-Made) - Following Form
CU 89 68 01 16	Sexual Misconduct And Physical Abuse Act Limitation*	CU 89 68 04 21	Sexual Misconduct Or Abusive Acts - Following Form
CU 89 69 01 16	Sexual Misconduct Or Physical Abuse Act Limitation*	CU 89 69 01 16	Sexual Misconduct Or Abusive Acts (Claims-Made) - Following Form

\*There may be state specific versions of the forms listed above. The changes summarized below also apply to the state specific version of the forms listed above.

## Clarifications of Coverage

- In various parts of the endorsement, we replaced the terms "abuse" and "physical abuse" with the term "abusive acts" for consistency and clarity. The term "abusive acts" is also further defined to clarify what acts fall under the definition.
- The definition of "insured" is deleted and we instead added a Who Is an Insured section for formatting consistency and clarification.
- We added a new section outlining the insured's duties in the event of an occurrence, offense, claim, or suit to specifically apply to the endorsement.
- We updated the definition of "innocent party defense expense" and "sexual misconduct" to clarify what the meaning of those terms include.
- We added a clarification that the Separation of Insureds condition will not increase our limit of liability for any one sexual misconduct and has no effect on the applicability of exclusions that exclude coverage for all insureds for injury or damage arising from the specified conduct of any insured.

## Reduction or Potential Reductions in Coverage

- Your previous endorsement(s) excluded coverage for sexual misconduct and abuse as defined (except as provided by the endorsement(s)). The new forms still exclude coverage for those acts but now also expressly exclude any additional acts or omissions in connection with the sexual misconduct or abuse. This could result in a potential reduction in coverage.
- The new endorsements now expressly exclude coverage for liability arising out of oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services in connection with sexual misconduct or abusive acts. The previous endorsements did not expressly exclude this exposure.
- The new endorsements now expressly exclude coverage for liability arising out of oral or written publication of material that violates a person's right of privacy in connection with sexual misconduct or abusive acts. The previous endorsements did not expressly exclude this exposure.
  - We updated the Coverage section of the endorsements to reflect and align with changes to the base coverage form. These changes include the addition of the following provisions, which were not included in your previous endorsement(s):
    - A provision is added to indicate that amounts we may pay for sexual misconduct are limited by the Limits Of Insurance section and that no other obligation or liability to pay sums or perform services is covered unless provided under the defense section of the endorsement(s).
    - A provision is added to indicate that otherwise covered sexual misconduct that may be covered by the endorsement(s) must take place in the coverage territory for coverage to apply.
    - A provision is added to indicate that where an insured or any authorized representative of the insured knew about any sexual misconduct prior to the policy period, coverage will not apply.
  - A provision is added to clarify when an act of sexual misconduct will be deemed to have been known for the purposes of determining coverage.
- The Limits Of Insurance section in the endorsement(s) is revised to add the following conditions which were not included in your previous endorsement:
  - A non-cumulation condition is added which indicates that if sexual misconduct takes place in multiple previous/future policy periods of policies issued to you by us, the limit of insurance for coverage under your current policy will be reduced by payments we make for that same sexual misconduct under those previous/future policies. **(Only applies to the CU 89 66 and CU 89 68 forms):**
- We updated the Defense section of the endorsement(s) to clarify our rights and duties with respect to defending claims or suits; including clarifying that we have no duty to defend any claim or suit that this insurance does not apply or that any other insurer has a right or duty to defend. This was not expressly stated in your previous endorsements which may result in a reduction of coverage.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 89 70 01 16	Religious Organization Directors And Officers Liability Limitation*	CU 89 70 04 21	Religious Organizations Directors And Officers Liability - Following Form

\*There may be state specific versions of the endorsements listed above. The changes summarized below also apply to the state specific version of the endorsements listed above.

#### Clarifications of Coverage

- We added a clarification that the Separation of Insureds condition will not increase our limit of liability for any one wrongful act and has no effect on the applicability of exclusions that exclude coverage for all insureds for injury or damage arising from the specified conduct of any insured.
- The definitions of suit, claim and insured have been removed.

#### Reduction or Potential Reductions in Coverage

- The Coverage section of the endorsements has been updated to reflect and align with changes to the base coverage form. These changes include the addition of the following provisions, which were not included in your previous endorsement(s):
  - A provision has been added to indicate that otherwise covered wrongful acts that may be covered by the endorsement(s) must take place in the coverage territory for coverage to apply.
- The Limits Of Insurance section in the endorsement(s) has been revised to add the following conditions which were not included in your previous endorsement:
  - A provision was added to outline how this coverage will apply in the situation where the underlying insurance is non- concurrent with the policy period of this policy and the retained limit with respect to this coverage will only be reduced or exhausted by payments for wrongful acts that occur or claims that are made during the policy period or Extended Reporting Period of this policy.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
N/A	N/A	CU 91 19 04 21	Montana Changes - Terms Conformed To Statute

- If your renewal policy includes **CU 91 19**, your policy has been updated to conform to terms specifically outlined by Montana statute.

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
N/A	N/A	CU 91 20 04 21	Montana Exclusion- Named Driver

- This form revises the Named Driver Exclusion to comply with § 61-6-301, MCA, requiring that in the event that the exclusion violates state law the liability coverage shall apply to the extent limits of liability exceed the state financial responsibility limits.

# SUMMARY OF CHANGES TO UMBRELLA POLLUTION ENDORSEMENTS

Previous Endorsement Number	Previous Endorsement	New Endorsement Number	New Endorsement
CU 60 20 12 04	Amendment Of Pollution Exclusion - Exception For Named Peril Of Hostile Fire; Building Heating, Cooling And Dehumidifying Equipment	CU 60 20 04 21 or CU 60 20 10 21	Amendment Of Pollution Exclusion - Exception For Named Peril Of Hostile Fire; Building Heating, Cooling And Dehumidifying Equipment
CU 60 21 12 04	Amendment Of Pollution Exclusion - Exception For Named Peril Of Hostile Fire; Vehicle; Building Heating, Cooling And Dehumidifying Equipment	CU 60 21 04 21	Amendment Of Pollution Exclusion - Exception For Named Peril Of Hostile Fire; Vehicle; Building Heating, Cooling And Dehumidifying Equipment
CU 62 18 06 97	Amendment Of Pollution Exclusion - Exception For Named Peril Of Hostile Fire	CU 62 18 04 21	Amendment Of Pollution Exclusion - Exception For Named Peril Of Hostile Fire
CU 62 19 06 97	Amendment of Pollution Exclusion - Exception for Products - Completed Operations	CU 62 19 04 21	Amendment Of Pollution Exclusion - Exception For Products - Completed Operations Hazard
CU 62 20 06 97	Amendment of Pollution Exclusion - Exception for Named Peril of Hostile Fire; Vehicle	CU 62 20 04 21	Amendment of Pollution Exclusion - Exception For Named Peril of Hostile Fire; Vehicle
CU 62 21 06 97	Amendment of Pollution Exclusion - Exception for Named Peril of Hostile Fire; Products - Completed Operations Hazard	CU 62 21 04 21	Amendment of Pollution Exclusion Exception For Named Peril Of Hostile Fire; Products - Completed Operations Hazard
CU 62 22 06 97	Amendment of Pollution Exclusion - Exception for Named Perils of Hostile Fire; Vehicle; Products - Completed Operations Hazard	CU 62 22 04 21	Amendment Of Pollution Exclusion - Exception For Named Perils Of Hostile Fire; Vehicle; Products - Completed Operations Hazard
CU 62 23 06 97	Amendment of Pollution Exclusion - Exception for Named Perils of Hostile Fire; Windstorm; Lightning; Explosion; Vandalism or Malicious Mischief; Riot or Civil Commotion	CU 62 23 04 21	Amendment Of Pollution Exclusion - Exception For Named Perils Of Hostile Fire, Windstorm, Lightning, Explosion, Vandalism Or Malicious Mischief, Riot Or Civil Commotion



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CU 62 25 12 04	Amendment Of Pollution Exclusion - Exception For Building Heating, Cooling And Dehumidifying Equipment	CU 62 25 04 21	Amendment Of Pollution Exclusion - Exception For Building Heating, Cooling And Dehumidifying Equipment
CU 88 41 02 10	Amendment of Pollution Exclusion	CU 88 41 04 21	Amendment Of Pollution Exclusion

- The following changes summarized below apply to all of the new endorsements listed above:

#### **Reduction or Potential Reductions in Coverage**

- We revised the follow form provision which indicates that coverage only applies to the extent that underlying insurance provides such coverage to clarify that if underlying insurance provides broader coverage with respect to the pollutants it covers, any such broader coverage does not apply under these endorsements. This provision was not included in your previous endorsement(s) and may result in a reduction in coverage.
- We added an additional provision to exclude coverage for liability arising out of pollutants regardless of whether there is underlying insurance for the following:
  - Pollutants at any location that was ever used for handling, storage, disposal, processing or treatment of waste.
  - Pollutants which are, or were at any time, transported, handled, stored, treated, disposed of, or processed as waste.
  - Pollutants at or from any premises, site or location where you or someone on your behalf are testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assess the effects of pollutants.

#### **This additional provision is a reduction in coverage.**

- The following changes apply to only to the **CU 60 20 Amendment Of Pollution Exclusion - Exception For Named Peril Of Hostile Fire, Building Heating, Cooling And Dehumidifying Equipment, CU 60 21 Amendment Of Pollution Exclusion - Exception For Named Peril Of Hostile Fire, Vehicle, Building Heating, Cooling And Dehumidifying Equipment, CU 62 18 Amendment Of Pollution Exclusion - Exception For Named Peril Of Hostile Fire, and CU 62 20 Amendment Of Pollution Exclusion - Exception For Named Peril Of Hostile Fire; Vehicle forms**:
  - The previous endorsement(s) referenced above had an exception that granted coverage for liability arising out of pollutants that are discharged, dispersed, released, etc. The previous endorsement's exception also granted coverage for liability arising out of requests or demands that the insured respond to or assess the effects of pollutants, as well as liability arising out of steps taking by others to respond to the effect of pollutants. The new endorsement(s) on your renewal policy provide an exception only for liability arising out of pollutants that are discharged, dispersed, released, etc., which results in a reduction in coverage.
- The following change applies only to the **CU 60 21 Amendment Of Pollution Exclusion - Exception For Named Peril Of Hostile Fire, Vehicle, Building Heating, Cooling And Dehumidifying Equipment and CU 62 20 Amendment Of Pollution Exclusion - Exception For Named Peril Of Hostile Fire; Vehicle forms**:
  - The previous endorsement(s) on your policy included a coverage exception for bodily injury or property damage arising out of the overturning of auto or mobile equipment. The new endorsement(s) provides similar coverage, but with additional restrictions, including:
 

With respect to the overturning of an auto:

    - The loss must take place away from the insured's premises;
    - The pollutants must not be in or on an auto covered by underlying insurance;
    - The pollutants or property in which they are contained must be overturned or damaged as a result of the maintenance or use of an auto covered by underlying insurance; and
    - The damage from the pollutants is caused directly by such overturn or damage.



With respect to the overturning of mobile equipment, no direct coverage applies, which is a reduction in coverage.

- The following change applies to only the **CU 62 19 Amendment Of Pollution Exclusion - Exception For Products - Completed Operations Hazard**, **CU 62 21 Amendment Of Pollution Exclusion Exception For Named Peril Of Hostile Fire; Products - Completed Operations Hazard**, **CU 62 22 Amendment Of Pollution Exclusion - Exception For Named Perils Of Hostile Fire; Vehicle; Products - Completed Operations Hazard**, and **CU 88 41 Amendment Of Pollution Exclusion** forms:

- Your previous endorsement(s) contained an exception for liability arising out of the products-completed operations hazard. Your new endorsement(s) also provides this coverage but with two additional exceptions. Your product or work that is covered under the products-completed operations hazard must have not at any time been:
  - Discarded, dumped, abandoned, thrown away by anyone; or
  - Transported, handled, stored, treated, disposed of or processed as waste.

These exceptions for coverage did not apply in the previous endorsement(s) which may result in a reduction of coverage.

- The following change applies only to the **CU 88 41 Amendment Of Pollution Exclusion** form:
  - Both your previous endorsement and your new endorsement provide limited coverage for pollution caused by fuels, lubricants, or other fluids that escape from mobile equipment. However, your new endorsement expressly states that such escape must take place at any site, premises, or location where you are performing operations. Your previous endorsement did not contain this condition, which may lead to a reduction in coverage.

#### SUMMARY OF NEW UMBRELLA LIABILITY ENDORSEMENTS

The following are new Umbrella Liability endorsements which, if attached to your renewal policy, may represent a reduction in coverage as these exposures were not expressly excluded in your previous policy:

New Endorsement Number	New Endorsement
CU 90 62 04 21	Real Estate Operations - Limitation Of Coverage
CU 90 66 04 21	Exclusion - Health Or Exercise Clubs
CU 90 67 04 21	Exclusion - Adult Day Care Centers
CU 90 68 04 21	Exclusion - Professional Services Blood Banks
CU 90 70 04 21	Exclusion - Spa Or Personal Enhancement Facilities
CU 90 72 04 21	Exclusion - Specified Health Or Cosmetic Services
CU 90 73 04 21	Exclusion - Counseling Services
CU 90 74 04 21	Exclusion - Computer Data Processing
CU 90 75 04 21	Exclusion - Inspection And Appraisal Services
CU 90 76 04 21	Exclusion - Computer Software Professional Liability
CU 90 95 04 21	Exclusion - Financial Services
CU 90 97 04 21	Exclusion - Cannabis
CU 90 98 04 21	Exclusion - Fiduciary Or Representative Liability
CU 91 00 04 21	Exclusion - Contractors Professional Liability



## SUMMARY OF EXPIRED UMBRELLA LIABILITY ENDORSEMENTS

The following endorsements have been discontinued and/or built into the base contract and are no longer separate endorsements:

CU 60 00 09 99	Illinois - Directors and Officers Liability Exclusion
CU 60 06 04 99	Amendment to Advertising Injury and Personal Injury
CU 60 07 04 99	Section V. - Definitions K. Amendatory Endorsement
CU 60 17 04 99	Directors and Officers Liability - Following Form (Employment Related Practices Included)
CU 60 22 06 97	Uninsured/Underinsured Motorists Coverage - Following Form
CU 60 23 12 04	Amendment of Pollution Exclusion - Exception For Named Peril of Hostile Fire; Vehicle; Building Heating, Cooling and Dehumidifying Equipment; Products-Completed Operations Hazard
CU 60 25 06 97	Advertising Injury Exclusion
CU 60 29 07 14	Professional Liability - Following Form
CU 60 30 06 97	Care, Custody or Control Exclusion - Real or Personal Property
CU 60 43 06 97	Exclusion - Seed Merchant
CU 60 44 06 02	Unimpaired Aggregate Endorsement
CU 60 45 01 13	Watercraft Liability - Following Form
CU 60 47 05 09	Advertising Injury - Following Form
CU 60 48 06 97	Care, Custody or Control and Broad Form Property Damage (Including Completed Operations) Exclusion
CU 60 50 06 97	Intellectual Property Exclusion
CU 60 59 06 97	SEC Exclusion
CU 60 61 06 97	Tobacco Health Hazard Exclusion
CU 60 67 06 97	Amendment of Retained Limit Application
CU 60 69 07 14	Medical Professional Services - Following Form
CU 60 70 06 97	Hospital Professional Liability Exclusion
CU 60 77 07 14	Texas - Insurance Company as Named Insured
CU 60 79 11 98	Additional Insured Limitation
CU 60 80 10 98	Care, Custody or Control and Broad Form Property Damage (Including Completed Operations) - Following Form
CU 60 86 09 00	Bed and Breakfast Personal Liability - Following Form
CU 60 87 01 10	Nevada Changes - Domestic Partnership
CU 60 88 10 98	Inverse Condemnation Exclusion
CU 60 90 08 01	Louisiana - Directors and Officers Liability Exclusion
CU 60 91 08 01	Louisiana - Data Processor's Errors and Omissions Exclusion
CU 61 06 01 13	Auto Liability - Following Form (AK)
CU 61 08 06 97	Broadcasting, Telecasting and Advertising Activities - Following Form
CU 61 09 06 97	Broadcasting, Telecasting and Advertising Activities Exclusion
CU 61 13 06 97	Contractual Liability - Following Form

CU 61 17 06 97	Hospital Professions Liability - Following Form
CU 61 26 07 14	Liquor Liability - Following Form
CU 61 30 06 97	Care, Custody or Control Exclusion - Personal Property
CU 61 35 07 14	Professional Liability Exclusion
CU 61 38 06 97	Care, Custody or Control Exclusion - Real Property
CU 61 43 06 97	Travel Agency Errors and Omissions Exclusion
CU 61 56 04 12	Florida Changes - Non-Cumulation of Liability (Same Occurrence)
CU 62 12 10 03	Louisiana - Intellectual Property Exclusion
CU 62 24 06 97	Amendment of Pollution Exclusion - Exception For Named Peril of Hostile Fire; Windstorm; Lightning; Explosion; Vandalism or Malicious Mischief; Riot or Civil Commotion; Vehicle; Building Heating, Cooling and Dehumidifying Equipment; Products-Completed Operations Hazard
CU 63 16 07 14	Professional Liability - Emergency Medical Technicians, Ambulance Drivers And Attendants Exclusion
CU 63 17 06 97	Governmental Errors and Omissions Exclusion
CU 63 19 06 97	School Board Errors and Omissions Exclusion
CU 63 44 06 97	Foreign Liability - Following Form
CU 63 80 12 04	Fungi or Bacteria Exclusion
CU 63 85 06 97	Rip and Tear Exclusion
CU 63 87 06 97	Directors and Officers Liability - Following Form
CU 63 89 06 97	Data Processor's Errors and Omissions Exclusion
CU 63 90 06 97	Data Processor's Errors and Omissions - Following Form
CU 63 91 01 13	Aircraft Liability - Following Form
CU 64 02 06 97	Virginia - Seed Merchants Exclusion
CU 64 32 03 99	Washington Asbestos Exclusion
CU 64 34 09 99	Amendment of Insuring Agreement - Known Injury or Damage
CU 64 79 05 09	Exclusion - Recording and Distribution of Material or Information
CU 64 80 11 04	Silicate Exclusion
CU 64 81 11 04	Commission Schedule
CU 64 82 10 17	Amendment - Electronic Data
CU 64 87 10 05	Economic or Trade Sanctions Condition Endorsement
CU 64 90 05 06	Louisiana - Directors and Officers Liability - Following Form (Employment Related Practices Exclusions)
CU 64 92 01 13	Mobile Equipment - Following Form
CU 64 99 09 08	New Jersey Changes - Civil Union
CU 88 01 12 02	War Liability Exclusion
CU 88 02 05 09	Non-Cumulation of Liability (Same Occurrence)
CU 88 03 12 07	Employment Related Practices Exclusion
CU 88 09 09 08	Oregon Changes - Domestic Partnerships
CU 88 30 07 14	General Amendatory Endorsement

CU 88 31 05 09	Personal and Advertising Injury - Following Form
CU 88 58 05 09	South Dakota - Non-Cumulation of Liability (Same Occurrence)
CU 88 64 09 11	West Virginia Changes - Agreement Not To Assert Landowners Immunity
CU 88 77 09 08	Connecticut Changes - Civil Union
CU 88 82 09 02	Vermont Changes - Civil Union
CU 88 89 01 12	Delaware Changes - Civil Union
CU 88 90 11 11	Tobacco Exclusion
CU 88 91 03 12	Rhode Island Changes - Civil Union
CU 89 16 09 00	California Changes - Exclusion - Financial Institutions
CU 89 19 01 13	Amendment of Watercraft Exclusion
CU 89 21 07 15	Amendment of Aircraft Exclusion
CU 89 49 07 14	Auto Liability - Following Form
CU 89 50 07 14	Auto Liability Exclusion
CU 89 55 07 14	Professional Liability Exclusion - Web-Site Designers
CU 89 60 06 15	Limited Coverage for Designated Unmanned Aircraft
CU 89 62 06 15	Limited Coverage for Designated Unmanned Aircraft (Personal Injury, Advertising Injury or Personal and Advertising Injury Only)
CU 90 16 01 16	Alaska Religious Organization Directors and Officers Liability Exclusion
CU 90 24 05 16	Business Continuity Endorsement
CU 90 51 10 17	Damage To Property Amendment (Care, Custody And Control Personal Property)

01/09/2023

IRON DESIGN, LLC

USO (24) 56 91 27 65

From 02/28/2023 To 02/28/2024

521 N 19TH ST

BATON ROUGE, LA 70802

(225) 408-3333

THOMSON SMITH & LEACH INS GROUP

INC

8540 QUARTERS LAKE RD

BATON ROUGE, LA 70809-2170

### **TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT**

**This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.**

#### **THE TERRORISM RISK INSURANCE ACT**

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

#### **MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM**

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

- (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 (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
  - (II) the premises of a United States mission; and

- (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

#### **REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO**

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO YOUR AGENT: **Please ensure any rejection is received within thirty (30) days of the effective date of your policy.**

Before making a decision to reject terrorism insurance, refer to the Underlying Coverage Requirement located at the end of this Notice.

☐ I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature

Print Name

Date Signed

Named Insured

Policy Number

IRON DESIGN, LLC

USO (24) 56 91 27 65

Policy Effective/Expiration Date

From 02/28/2023 To 02/28/2024

#### **UNDERLYING COVERAGE REQUIREMENT**

This policy will apply to Terrorism Coverage only in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to you during the Policy Period.

If you fail to comply with this Underlying Coverage Requirement and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this requirement.

**IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.**

**The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.**

If you have any questions regarding this notice, please contact your agent.

**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.**

Please refer any questions you may have to your insurance agent.

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.

## IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

**Dear Valued Policyholder:** This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

**Premium Notice:** We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

### **Available Premium Payment Plans:**

- **Annual Payment Plan:** When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- **Installment Payment Plan:** When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments - Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

**Installment Payment Plan Fee:** If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

**Dishonored Payment Fee:** Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

**Late Payment Fee:** If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

**Special Note:** Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

**EFT-Automatic Withdrawals Payment Option:** When you select this option, you will not be sent Premium Notices and, in most cases, will be charged installment fees. For more information on our EFT-Automatic withdrawals payment option, refer to the attached EFT enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

**Thank you for selecting us to service your insurance needs.**



# LIBERTY MUTUAL GROUP CALIFORNIA PRIVACY NOTICE

Commercial Lines (excluding Workers' Compensation)

(Effective December 15, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) to review the applicable Liberty Mutual privacy notice.

## What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code § 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

## How We Get the Personal Data:

We gather your personal data <b>directly from you</b> . For example, you provide us with data when you:	We also gather your personal data <b>from other people</b> . For example:
● ask about, buy insurance or file a claim	● your insurance agent or broker
● pay your policy	● your employer, association or business (if you are insured through them)

● visit our websites, call us, or visit our office	● our affiliates or other insurance companies about your transactions with them
	● consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	● other public directories and sources
	● third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government entities, open electoral register, advertising networks, data analytics providers, social networks, data brokers or in the event of a claim, third parties including other parties to the claim witnesses, experts, loss adjustors and claim handlers
	● other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

For information about how we have collected personal data in the past twelve (12) months, please go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

#### **How Does Liberty Mutual Use My Data?**

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>
<b>Market, sell and provide insurance.</b> This includes for example: <ul style="list-style-type: none"> <li>● calculating your premium;</li> <li>● determining your eligibility for a quote;</li> <li>● confirming your identity and service your policy;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>
<b>Manage your claim.</b> This includes, for example: <ul style="list-style-type: none"> <li>● managing your claim, if any;</li> <li>● conducting claims investigations;</li> <li>● conducting medical examinations;</li> <li>● conducting inspections, appraisals;</li> <li>● providing roadside assistance;</li> <li>● providing rental car replacement or repairs;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> </ul>

	<ul style="list-style-type: none"> <li>● Risk data</li> <li>● Claims data</li> </ul>
<p><b>Day to Day Business and Insurance Operations.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>● creating, maintaining, customizing and securing accounts;</li> <li>● supporting day-to-day business and insurance related functions;</li> <li>● doing internal research for technology development;</li> <li>● marketing and creating products and services;</li> <li>● conducting audits related to a current contact with a consumer and other transactions;</li> <li>● as described at or before the point of gathering personal data or with your authorization;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>
<p><b>Security and Fraud Detection.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>● detecting security issues;</li> <li>● protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>● managing risk and securing our systems, help to ensure the safety and security of Liberty staff, assets and resources, which</li> <li>● may include physical and virtual access controls and access rights management;</li> <li>● supervisory controls and other monitoring and reviews, as permitted by law; and</li> <li>● emergency and business continuity management;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>
<p><b>Regulatory and Legal Requirements.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>● controls and access rights management;</li> <li>● to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of</li> <li>● Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred;</li> <li>● exercising and defending our legal rights and positions;</li> <li>● to meet Liberty contract obligations;</li> <li>● to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;</li> <li>● as otherwise permitted by law.</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>

<b>Improve Your Customer Experience and Our Products.</b> This includes for example: <ul style="list-style-type: none"> <li>● improve your customer experience, our products and service;</li> <li>● to provide, support, personalize and develop our website, products and services;</li> <li>● create and offer new products and services;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>
<b>Analytics to identify, understand and manage our risks and products.</b> This includes for example: <ul style="list-style-type: none"> <li>● conducting analytics to better identify, understand and manage risk and our products;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>
<b>Customer service and technical support.</b> This includes for example: <ul style="list-style-type: none"> <li>● answer questions and provide notifications;</li> <li>● provide customer and technical support;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>

#### **How Does Liberty Mutual Share My Data?**

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Insurance support organizations;
- Brokers and agents;
- Government entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Advertising networks, data analytics providers and social networks;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

Identifiers	Personal Data;
Protected Classification Characteristics;	Commercial Information;
Internet or other similar network activity;	Claims Data;
Inferences drawn from other personal information;	Risk Data;
Professional, employment, and education information;	

For information about how we have shared personal information in the past twelve (12) months, please go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **What Privacy Rights Do I Have?**

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law. For more information on your rights, please go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **Will Liberty Mutual Update This Privacy Notice?**

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

### **Who Do I Contact Regarding Privacy?**

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

**Phone:** 800-344-0197  
**Email:** [privacy@libertymutual.com](mailto:privacy@libertymutual.com)  
**Postal Address:** Liberty Mutual Insurance Company  
Attn Privacy Office  
175 Berkeley St 6th Floor  
Boston MA 02116

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Coverage Is Provided In:

The Ohio Casualty Insurance Company - a stock company

Policy Number:

USO (24) 56 91 27 65

**Commercial Umbrella  
Policy Declarations**

Basis: Occurrence

**(ITEM 1) NAMED INSURED & MAILING ADDRESS**

IRON DESIGN, LLC  
521 N 19TH ST  
BATON ROUGE, LA 70802

**AGENT MAILING ADDRESS & PHONE NO.**

(225) 408-3333  
THOMSON SMITH & LEACH INS GROUP  
INC  
8540 QUARTERS LAKE RD  
BATON ROUGE, LA 70809-2170

**Named Insured Is:** LIMITED LIABILITY COMPANY

**Named Insured Business Is:** IRON WORKS

**(ITEM 2) POLICY PERIOD**

From 02/28/2023 TO 02/28/2024 12:01 AM Standard Time at Insured Mailing Location

**(ITEM 3) PREMIUM CHARGES**

Explanation of Charges	DESCRIPTION	PREMIUM
	Commercial Umbrella	\$1,658.00
	Certified Acts of Terrorism Coverage	\$16.00 (Included)

*Total Advance Charges*

**\$1,658.00**

*Note: This is not a bill*

BASIS OF PREMIUM: NON-AUDITABLE( X ) AUDITABLE( )

IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY WILL RECEIVE AND RETAIN NO LESS THAN (10% ) OF THE POLICY PREMIUM AS THE MINIMUM RETAINED PREMIUM PLUS CERTIFIED ACTS OF TERRORISM COVERAGE AND ANY APPLICABLE TAXES AND SURCHARGES.

**(ITEM 4) LIMITS OF INSURANCE**

DESCRIPTION	LIMIT
EACH OCCURRENCE	\$1,000,000
AGGREGATE (WHERE APPLICABLE)	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$1,000,000
SELF-INSURED RETENTION	\$10,000

Issue Date

Authorized Representative

To report a claim, call your Agent or 1-844-325-2467

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**(ITEM 5) SCHEDULE OF UNDERLYING INSURANCE:**

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF COVERAGE	LIMITS OF INSURANCE
OHIO CASUALTY	GENERAL LIABILITY	<b>\$1,000,000</b> EACH OCCURRENCE LIMIT
BKO(24)57652162		<b>\$1,000,000</b> PERSONAL AND ADVERTISING INJURY LIMIT
02/28/2023 - 02/28/2024		<b>\$2,000,000</b> GENERAL AGGREGATE LIMIT
		<b>\$2,000,000</b> PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT

To report a claim, call your Agent or 1-844-325-2467





Coverage Is Provided In:

The Ohio Casualty Insurance Company - a stock company

Policy Number:

**USO (24) 56 91 27 65**



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181

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In witness whereof, we have caused this policy to be signed by our authorized officers.

Damon Hart  
Secretary

Hamid Mirza  
President

To report a claim, call your Agent or 1-844-325-2467

DS 70 23 01 08

POLICY FORMS AND ENDORSEMENTS

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
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Coverage Is Provided In:

The Ohio Casualty Insurance Company - a stock company

Policy Number:

USO (24) 56 91 27 65

## POLICY FORMS AND ENDORSEMENTS - continued

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
CU 60 02 04 21	Commercial Umbrella Coverage Form
CU 60 39 04 21	Cap On Losses From Certified Acts Of Terrorism
CU 60 40 04 21	Underlying Coverage Requirement For Certified Acts Of Terrorism
CU 60 82 04 21	Louisiana Amendatory Endorsement
CU 61 02 04 21	Exclusion - Aircraft Products And Grounding Liability
CU 61 07 04 21	Exclusion - Auto Liability
CU 61 14 04 21	Exclusion - Employers Liability
CU 64 44 04 21	Louisiana Exclusion - Fungi or Bacteria
CU 64 95 04 21	Waiver Of Transfer Of Rights Of Recovery Against Others - Following Form
CU 65 08 04 21	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
CU 88 80 04 21	Exclusion - Silica Or Silica-Related Dust
CU 89 29 04 21	Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)
CU 89 43 04 21	Exclusion - Manufacturers Errors Or Omissions
CU 89 45 04 21	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CU 90 63 04 21	Tracking General Aggregate Limit
CU 91 48 04 21	Louisiana Changes - Concealment, Misrepresentation or Fraud
CU 91 49 04 21	Louisiana Crisis Management Coverage

To report a claim, call your Agent or 1-844-325-2467

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PAGE 51 OF 52

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