



COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE

Remote Attendance Only

Please See Attached Memo for Instructions

Thursday, May 14, 2020 at 4:00 PM

AGENDA

1. **Call to Order and Pledge of Allegiance**
2. **Roll Call:** Scott Gryder, Amy Cesich, Matt Kellogg, Scott Gengler, Judy Gilmour, Audra Hendrix, Matthew Prochaska, Robyn Vickers, Elizabeth Flowers, Tony Giles
3. **Approval of Agenda**
4. **Forwarding for Approval of Supplemental Claims**
5. **Old Business**
6. **New Business**
 - *Discussion of Kendall County Electric Aggregation Bid Results (pgs 1-64)*
 - *Discussion of Resolution Regarding Loans to Municipalities (pgs 65-66)*
 - *Discussion of Elected Officials Salaries (pgs 67-69)*
 - *Circuit Clerk Salary*
 - *Coroner Salary*
7. **Public Comment**
8. **Questions from the Media**
9. **Chairman's Report**
10. **Review Board Action Items**
11. **Executive Session**
12. **Adjournment**



Electric Municipal Aggregation Final Bid Results

Kendall County

Prepared for: Scott Koepfel

By: Chris Childress

Date: May 8, 2020

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Kendall County Historical Results

Historically Unincorporated Kendall County Residents and Small Commercial customers have saved between \$10.00 to \$200.00 per year on the Municipal Aggregation Program. Program savings have been declining in recent years as a result of the algorithm ComEd put in place to calculate “Capacity Costs” and the Illinois Power Authority purchasing more short-term power contract vs. long term power contracts that were over market when the power was delivered. For the last three years Dynegy Energy Services has supplied the resident’s electric supply at a rate of .07182 per kWh which was below ComEd’s average for the same term.

September 2020 - 2023 Traditional Aggregation Final Bid Quotes:

ComEd’s Current Price to Compare	ComEd Price per kWh	Low Supplier 12 months Price per kWh	Low Supplier 24 months Price per kWh	Low Supplier 36 months Price per kWh
October 1, 2019 – May 31, 2020	\$0.07207			
June 1, 2020 - September 30, 2020	\$0.06404			
October 1, 2020 – May 31, 2021	\$0.07062			
Weighted Average Expected Price	\$0.06733	\$0.06950	\$0.06950	\$0.06946

September 2020 – 2022 Aggregation Overview - EPA Green Power Community and Civic Grant Program:

Benefits for Kendall County - Governmental Aggregator

- 1. Kendall County Becomes a EPA Green Power Community**
 - Energy Supplier will purchase Renewable Energy Certificates (RECs) in Kendall County’s name.
 - Option to purchase 100% at additional cost. REC’s retired in Kendall County’s name.
 - Qualifies Kendall County for EPA’s Green Power Community Program.
 - Energy Supplier will coordinate EPA application process for Kendall County
- Helps keep the unregistered door-to-door and telemarketers away from Kendall County
- Civic Grant of \$157,878 per year.**
- Kendall County may spend Civic Grant on projects the County Board deems appropriate.

Guarantees Residents and Small Commercial Customers

- 1. Never pay more than ComEd tariff rate**
- Never pay early termination fee if they leave program
- Residents continue to receive one invoice from ComEd
- Residents may continue to choose a different 3rd party supplier at any time.
- Green Power is procured to qualify the community as an EPA Green Power Community.
- Residents will save around \$46.00 per year with ComEd vs. last year’s rate with Dynegy.**

Approximately 58.8% of eligible residents will receive electric from ComEd and other 41.2% from Eligo Energy the electric supplier. Both groups however, will have exactly the same price and be billed on ComEd’s invoice

Final Bid and Grant Amount for Electric Aggregation - EPA Green Power Community Civic Grant Program
***Recommended Supplier and Winning Bidder Eligo Energy – Two Year Contract**

Supplier	MC Squared Energy	*Eligo Energy
ComEd price match guarantee including Purchased Electric Adjustment (Customer will never pay more than ComEd price)	Yes	Yes
Kendall County EPA Green Power Community Civic Grant Program Renewable Energy Credit % Required by EPA	\$125,000 (Year 1) \$125,000 (Year 2)	\$157,878 (Year 1) \$157,878 (Year 2)
Guaranteed Payment Regardless of Opt Out	Adjusted Annually	Yes
How is the Civic Grant Paid?	50% Upfront Annually Balance Monthly	Quarterly Annual Lump Sum with 5% discount
Is the Civic Grant Renewable?	Yes, Upon Mutual Consent	Yes, Upon Mutual Consent
Total Residential & Small Commercial Customers Total Annual usage (kWh) Customers with Alternative Electric Suppliers Annual Usage with Alternative Suppliers (kWh) Eligible customers (excludes ARES, Hourly, NM) Annual Usage of eligible customers Number of Customer to be Enrolled W/Supplier Number of Customer Remaining with ComEd Total Annual kWh of Customers Enrolled % of Customers that will Join with Supplier % of Customers that will Stay with ComEd Average Annual kWh		10,067 103,328,000 1,807 19,019,000 7,900 86,439,000 3,019 4,314 36,745,706 41.2% 58.8% 10,264
Residents and small business may opt out or opt in at any time with no fee?	Yes	Yes
Start Month	September 1, 2020	September 1, 2020
Contract Sign date	June 4, 2020	June 4, 2020

Kendall County - Municipal Aggregation Renewal - Final Bid Pricing Review - May 4, 2020

Supplier	Estimated Price To Beat - 6.733 (Jun 2020-May 2021)	Price Match Guarantee?	Can County Send Customers Back To ComEd?	Amount of Civic Grant That Includes 100% Green REC's to Qualify City as EPA Green Power Community?	Amount of Civic Grant That Includes Required Green REC's to Qualify City as EPA Green Power Community?	Non Green Grant Amount	Early Termination Fee if Customer Elects to Cancel	Billed On ComEd Bill	Experience with Governmental Aggregation	Civic Grant & Green Power Options
Dynergy (Homefield) Energy	1 yr. = 7.263 2 yr. = 7.217 3 yr. = 7.065	NO	NO	NONE	NONE	NONE	NONE	YES	255 Illinois communities	Yes, Upon Request (will however increase price)
Eligo Energy IL LLC	1 yr. = 7.305 2 yr. = 7.395 3 yr. = 7.643	YES. Will match ComEd's pricing or, at its option, return participants back to ComEd	NO	NONE	NONE	NONE	NONE	YES	30 Illinois Communities	Yes, Upon Request (will however increase price)
MC Squared Energy Services	1 yr. = 6.950 2 yr. = 6.950 3 yr. = 6.950	NO	NO	NONE	NONE	NONE	NONE	YES	81 communities in Illinois	Yes, Upon Request (will however increase price)
AEP Energy	1 yr. = 7.002 2 yr. = 7.038 3 yr. = 6.946	NO	NO	NONE	NONE	NONE	NONE	YES	12 communities in Illinois	Yes, Upon Request (will however increase price)
MidAmerican Energy	1 yr. = 7.440 2 yr. = 7.580 3 yr. = 7.720	NO	NO	NONE	NONE	NONE	NONE	YES	32 Illinois Communities	Yes, Upon Request (will however increase price)
Nordic Energy	1 yr. = 7.335 2 yr. = 7.324 3 yr. = 7.340	NO	NO	NONE	NONE	NONE	NONE	YES	7 Illinois Communities	Yes, Upon Request (will however increase price)
Eligo Energy IL LLC	1 Yr - ComEd Price Match 2 yr - ComEd Price Match	YES	YES	1 Yr - \$92,232 2 yr - \$92,232	1 Yr - \$157,878 2 yr - \$157,878	1 Yr - \$162,245 2 yr - \$162,245	NONE	YES	30 Illinois Communities	INCLUDED
MC Squared Energy Services	1 Yr - ComEd Price Match 2 yr - ComEd Price Match	YES	YES	1 Yr - \$65,000 2 yr - \$65,000	1 Yr - \$140,000 2 yr - \$140,000	1 Yr - \$150,000 2 yr - \$150,000	NONE	YES	81 communities in Illinois	INCLUDED

The following communities have recently joined this type of program with MC Squared Energy or Eligo Energy:

Clarendon Hills	Gurnee	Elmhurst	Oswego	Palos Park
Oak Lawn	Oak Park	Orland Park	LaGrange Park	Round Lake Beach
South Barrington	South Elgin	Sycamore	Tinley Park	Wood Dale
Arlington Heights	Aurora	Franklin Park	Yorkville	

Progressive Energy Group is the Aggregation consultant for the following communities:

Aurora Township	Big Rock	Burlington	Cortland	DePue	Hinckley
Kendall County	Kirkland	Malta	Marseilles	Maple Park	Newark
Oak Lawn	Plano	Sandwich	Shabbona	Somonauk	Waterman
Tiskiwa	Aurora	Yorkville			

PROGRAM FAQ's

1. What is the ComEd rate?

The Summer Rate for ComEd will be 6.404¢ from June 1, 2020 to October 1, 2020. The non-summer ComEd rate will be 7.062¢ for the term October 1 2020 to May 2021. The blended simple average rate is 6.733¢. This rate is comprised of electricity supply and transmission services. The Purchased Electricity Adjustment (PEA) is also included but it varies monthly by +/- 0.5¢. The same ComEd rate, including the PEA charge or credit, will be charged to all participants in the County's EPA Green Power Community and Civic Grant Program, whether enrolled with Eligo Energy or whether receiving supply service via ComEd. To learn more about electric rates, visit www.pluginillinois.org , a website created by the Illinois Commerce Commission to inform ratepayers.

2. Where does renewable energy come from?

Wind generation sites are the primary source of renewable green energy in the Midwest, followed by solar, hydro, and methane gas from landfills. Nuclear and natural gas are not considered a renewable green resource for power generation.

3. If we buy renewable energy, will our homes be powered by the actual electricity that is generated by windmills, solar, hydro, etc.?

While the power grid maintained by ComEd, that serves your community, cannot route specific power directly to your home. Renewable Energy Certificates (RECs) guarantee that renewable power was generated, purchased, and put into the grid for distribution. RECs support the development and sustainability of companies that generate renewable green energy.

4. How can I enroll in the program?

If you are an eligible residential or small commercial account, you will receive a letter indicating that you do not need to do anything to be a participant in the Kendall County Green Power Community Aggregation; you will automatically be enrolled unless you take action to opt out of the program. The notice will detail whether your account will be switched to ComEd or to Eligo Energy.

5. What is an eligible resident or small commercial account?

Any resident or small commercial account who is currently taking electricity supply from ComEd is eligible and will be automatically enrolled. Any resident or small commercial account that has switched to an Alternative Retail Electric Supplier (ARES), enrolled in ComEd's Residential Real-Time Pricing (RRTP) program or enrolled as a net metering customer, can opt in to the program. You must also have a residence or business located within the unincorporated area of Kendall County.

6. What if I don't want to participate?

You may opt out before the program begins and there are no termination fees if you opt out after the program has begun.

7. Will I get two bills, one from ComEd and another from the new supplier?

No. ComEd will continue to bill you for electric supply, delivery and taxes.

8. Whom do I call if I have service problems?

Always call ComEd to report outages or downed power lines at 800-334-7661. For supplier questions you can call the supplier listed on your ComEd bill. This will be listed under "Electric Supply Services" on your ComEd bill.

9. If I am automatically enrolled in the program now, can I leave the program at any time?

Yes, you can leave the program and move your account back to ComEd or another Retail Alternative Supplier at any time throughout the entire duration of the program and there are no early termination fees for doing so.

10. I am enrolled in low-income assistance program. Will that be affected?

No. If you currently receive assistance via PIPP or LIHEAP, that status will not change and you can continue to get these benefits for your ComEd bill.

11. I'm on ComEd's budget billing plan. Will that change? Can I still have my payment automatically deducted from my checking account as I do now?

Your participation in the budget billing plan won't change. The way you pay your ComEd bill will not change.

12. Will someone come to my home or call to sign me up?

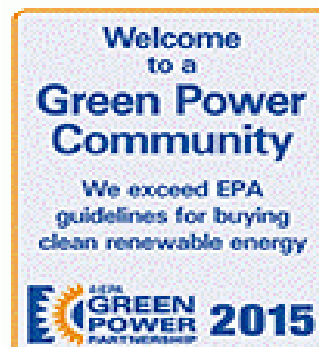
No. If someone calls or visits your home claiming to be the County's power supplier you may file a complaint with the ICC at <http://www.icc.illinois.gov/consumer/complaint>.

For more information about energy supply choices, visit the ICC site at www.pluginillinois.org.

For questions about your electric account, do not call Kendall County; call Kendall County's aggregation program supplier Eligo Energy at 708-629-1264. To report an electrical outage or billing questions call ComEd at 800-334- 7661.

Tentative Municipal Aggregation Renewal Timeline

Date	Activity	Status
4/30/2020	Approval by Finance Committee of Preliminary Results and Authorization to present final bids at COW meeting. Shared essential need to proceed due to contract ending and legal notification timeline required by Illinois Commerce Commission (ICC).	Completed
5/06/2020	Final Bid Results, Presentation, and Contract Sent to Administration Contract Forwarded to States Attorney's Office for Legal Review	Completed
5/14/2020	COW Meeting - Present Final Bid and Seek Authorization to Renew Aggregation Program with Eligo Energy at the 06/04/2020 board meeting.	Pending
6/02/2020	Kendall County Board Meeting – Seek Board Authorization to Sign a 2 year Agreement for the Municipal Aggregation EPA Green Power Community and Civic Grant Program with Eligo Energy.	Pending
6/11/2020	Eligo Energy Receives Updated Address Lists and Account numbers from ComEd	Pending
6/15/2020	Eligo Energy Sends Draft Customer Letters & FAQ's to Kendall County for Approval	Pending
6/18/2020	Kendall County Gives Final Approval of Customer Letters & FAQ's to Eligo Energy	Pending
6/25/2020	Kendall County Populates Website with Program FAQ's	Pending
7/01/2020	Legally Required Customer Notification Letters - Resident will Receive One Supplier Letter Based on their Service Type with ComEd and Program Eligibility	Pending
8/01/2020	Customer Opt Out Due Date with Required Wait Period Met.	Pending
8/03/2020	Eligo Energy Processes Opt Out Accounts and Sends Enrollments to ComEd	Pending
8/07/2020	ComEd Sends Legally Required Enrollment Verification Letter to Customers	Pending
8/17/2020	Eligo Energy Submits Paperwork to EPA for Green Power Community Designation	Pending
09/01/2020	Kendall County Receives 1 st Quarterly Civic Grant Check from Eligo Energy	Pending
09/01/2020	First Bill Send by ComEd – Meter Read Cycle 1	Pending
10/15/2020	Kendall County Receives Green Power Community from EPA	Pending





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November 28, 2018

0 TOTA 9789225 12 IL
TOTAL INSURANCE SERVICES INC
3175 COMMERCIAL AVE STE 200
NORTHBROOK, IL 60062-1926

ELIGO ENERGY, LLC
201 W LAKE ST STE 151
CHICAGO, IL 60606-0239

Thank you for your business! Enclosed you will find information regarding your policy. If you have questions regarding the information provided, please contact your agent at (847)205-1777 .

We encourage you to sign up for our policyholder website myCentral® and take advantage of convenient, easy-to-use account management options for your Central Insurance policy. Make payments online, access policy information, check account balances, view auto ID cards, report a claim, and much more! Click on the myCentral® link on central-insurance.com and provide the following information to establish online access:

Policy Number 9789225
Policy Effective Date 02/06/2019
City CHICAGO
State IL
Zip Code 60606



Central Insurance Companies embraces a culture based on our core values of integrity, relationships and excellence. These values define who we are and what we do, as individuals and as a company. We take pride in partnering with agents who support these same values.

We appreciate the opportunity to provide your insurance needs.





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IMPORTANT INFORMATION ABOUT YOUR POLICY RENEWAL

Thank you -- for allowing us to renew your policy. We appreciate your business.

Please keep your existing policy forms. Be sure to review the enclosed renewal information carefully. To help control expenses, the only forms attached to this renewal are those forms which have been added or revised.

If you have any questions about your policy, or this renewal, please don't hesitate to check with your agent.



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NOTICE TO POLICYHOLDERS

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

This notification is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This notification does not grant any coverage or change the terms and conditions of any coverage under the policy.

A. Disclosure of Premium

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

B. Disclosure of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

Federal share of terrorism losses:

85% for calendar year 2015
84% for calendar year 2016
83% for calendar year 2017
82% for calendar year 2018
81% for calendar year 2019
80% for calendar year 2020

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap on Insurer Participation In Payment Of Terrorism Losses

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

D. Definition of Terrorism

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of "act of terrorism" has changed. As defined in Section 102(1) of the Act, the term "act of terrorism" means:

- Any act or acts that are certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism;
- To be a violent act or an act that is dangerous to human life, property, or infrastructure;

- To have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission;
- And 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.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events.



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AVAILABLE PAY PLANS

The company offers.

- 1. EFT Plans (Electronic Funds Transfer): ** No service fees apply to any of the EFT plans. ****
 - a. Annual EFT – the premium is paid in one installment withdrawn on the effective date of the policy.
 - b. Semi-Annual EFT – the premium is paid in two installments, withdrawn six months apart.
 - c. Quarterly EFT – the premium is paid in four installments, withdrawn three months apart.
 - d. Monthly EFT – the premium is paid in twelve monthly withdrawals.
- 2. NON-EFT Plans:**
 - a. Annual – the premium is paid in one installment due on the effective date of the policy. No service fees apply.
 - b. Semi-Annual – the premium is paid in two installments due six months apart. Service fees apply.
 - c. Quarterly – the premium is paid in four installments due three months apart. Service fees apply.
 - d. Monthly – the premium is paid in twelve monthly installments. Service fees apply.

We offer account billing on each of the above plans which allows for multiple policies to be billed together on a single account. We require separate billing accounts for personal and commercial lines policies.

Please note, the above plans may not apply to all types of policies.



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ILLINOIS NOTICE TO POLICYHOLDERS REGARDING THE RELIGIOUS FREEDOM PROTECTION AND CIVIL UNION ACT

Dear Policyholder:

This is to provide notice that, pursuant to Illinois Department of Insurance Company Bulletin 2011-06 (CB 2011-06), this policy is in compliance with the Illinois Religious Freedom Protection and Civil Union Act ("the Act," 750 ILL. COMP. STAT. 75/1). The Act, which became effective on June 1, 2011, creates a legal relationship between two persons of either the same or opposite sex who establish a civil union.

The Act provides that parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the law of Illinois to spouses, whether they are derived from statute, administrative rule, policy, common law or any source of civil or criminal law. In addition, this law requires recognition of a same-sex civil union, marriage, or other substantially similar legal relationship, except for common law marriage, legally entered into in other jurisdictions. The Act further provides that "party to a civil union" shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin" and other terms descriptive of spousal relationships as those terms are used throughout the law. According to CB 2011-06, this includes the terms "marriage" or "married" or any variations thereof. CB 2011-06 also states that if policies of insurance provide coverage for children, the children of civil unions must also be provided coverage.



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NOTICE TO POLICYHOLDERS REGARDING NUCLEAR, BIOLOGICAL, CHEMICAL, OR RADIOLOGICAL EXCLUSION

Coverage for some acts of terrorism is included in your policy, as defined in Section 102(1) of the Terrorism Risk Insurance Acts. An act of terrorism could involve Nuclear (including radiation or radioactive contamination) or pathogenic or poisonous Biological or Chemical materials. An example of this would be the release of anthrax spores.

Your previous policy included a Nuclear exclusion (a mandatory form attached to all policies) and Pollution exclusions (mandatory coverage language) to exclude terrorism loss that was caused by nuclear, chemical or radiological means. There may have been a question of whether a biological event would be considered a pollutant and therefore excluded by the pollution exclusion.

Due to our reinsurance contracts containing an NBCR (Nuclear, Biological, Chemical, or Radiological) exclusion, your renewal policy now contains an NBCR exclusion, which makes it clear we will not cover any acts involving nuclear, biological, chemical or radiological terrorism.

Although we have chosen to exclude NBCR, we are still providing you with terrorism coverage for other acts.



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2012 COMMERCIAL LIABILITY UMBRELLA MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The major areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This notice does not reference every editorial change made in your policy. We have followed the policy sequence of provisions in setting out this material.

Please note that Central Mutual Insurance Company attaches Limitation of Policy to Following Form Liability Coverage, 8-2004, to each Commercial Liability Umbrella policy. The provisions of this form offset any changes outlined in this notice which create broader coverage than that provided in the underlying policies.

CU0001 04 13 - COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

I. INSURING AGREEMENT

REDUCTIONS OF COVERAGE

Coverage **A** and Coverage **B** Insuring Agreements are revised to add a provision stating that the insurance provided under this Coverage Part applies to injury or damage that is subject to an applicable retained limit. This revision also addresses how this Coverage Part applies with respect to any other limits, including sublimits, in the underlying insurance. This revision may result in a reduction of coverage if a limit of insurance in the underlying insurance is not specified in the Commercial Liability Umbrella Declarations under the Schedule of underlying insurance.

II. EXCLUSIONS

A. BROADENING OF COVERAGE

1. Coverage **A** - Exclusion **2.c.** (Liquor Liability) is revised to provide an exception with respect to permitting a person to bring alcoholic beverages onto the named insured's premises for consumption on the named insured's premises.
2. Coverage **A** - Exclusion **2.t.** (Electronic Data) is revised to introduce an exception for liability for damages because of bodily injury.

B. REDUCTIONS OF COVERAGE

Coverage **A** - Exclusion **2.s.2)** and Coverage **B** - Exclusion **2.a.15)b)** (Professional Services) are revised to reference that the exclusion applies to preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications.

C. OTHER CHANGES

1. Coverage **A** - Exclusion **2.c.** (Liquor Liability) is revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

This exclusion is also revised to reinforce that the exclusion is follow-form and may follow the provisions of the applicable underlying insurance.

2. Coverage **A** - Exclusions **2.g.** (Employer's Liability), **2.i.** (Pollution), **2.j.** (Aircraft Or Watercraft) and **2.t.** (Electronic Data) are revised to reinforce certain follow-form provisions with respect to these exclusions.
3. Coverage **A** - Exclusion **2.s.** and Coverage **B** - Exclusion **2.a.15)** (Professional Services) are revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured.

Additionally, Coverage **A** - Exclusion **s.11)** and Coverage **B** - Exclusion **15)k)** are revised to delete the exception to the exclusion pertaining to the services in the practice of pharmacy.

4. Coverage **A** - Exclusion **2.u.** and Coverage **B** - Exclusion **2.a.17)** (Recording And Distribution Of Material Or Information In Violation Of Law), addressing injury or damage arising out of any action or omission that violates or is alleged to violate certain statutes, ordinances and regulations, were previously added to your policy via mandatory endorsement. This exclusion has been incorporated directly into your policy.
5. Coverage **B** - Exclusion **2.a.2)** and **2.a.3)** (Material Published With Knowledge Of Falsity and Material Published Prior To Policy Period) are revised to reference "in any manner," with respect to oral or written publication, for consistency with the definition of personal and advertising injury.
6. Who Is An Insured - This provision is revised to provide that, if coverage provided to the additional insured is required by contract or agreement, the most the insurer will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement, less any amounts payable by underlying insurance, or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less.

This provision is also revised to reinforce an exception, with regard to liability arising out of the ownership, maintenance or use of a covered auto, concerning employees to expressly address bodily injury to the spouse, child, parent, brother or sister of a fellow employee.

7. Condition **2.** (Bankruptcy) is revised to reinforce that bankruptcy or insolvency of the underlying insurer will not relieve us of our obligations.

2017 COMMERCIAL LIABILITY UMBRELLA MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following multistate endorsements which applies to your renewal policy being issued by us. The endorsements may broaden, reduce or reinforce coverage under a policy to which they are endorsed and contain other changes, as described below.

REINFORCEMENTS OF COVERAGE

CU 22 37 – Motor Carrier Endorsement

These endorsements generally revise the Who Is An Insured Provision to reinforce that consequential injury claims for damages brought by family members of your employees injured by fellow employees are not covered.

CU 22 31 – Garage Endorsement (Newly titled Auto Dealers Endorsement)

This endorsement generally revises:

- A. Section I – Bodily Injury And Property Damage Liability** to delete the Damage To Property exclusion since the Damage To Property exclusion in the underlying Auto Dealers Coverage Form is similar to the Damage To Property exclusion in the Commercial Liability Umbrella Coverage Form. In addition, the reference to "garage operations" is deleted from the Who Is An Insured Provision.
- B. Section II – Garagekeepers Coverage** to accommodate the follow-form language in the Commercial Excess Liability Coverage Form.
- C. Section III – Definitions** to revise the definition of "insured contract" and "your product" to correspond with the applicable definitions in the underlying Auto Dealers Coverage Form. In addition, the last paragraph of the "property damage" definition has been revised to track similar language in the Commercial Liability Umbrella Coverage Form.

CU 24 36 – Products-completed Operations Aggregate Limit Of Insurance

This endorsement is revised to add non-concurrent wording with respect to the policy period for consistency with the Commercial Liability Umbrella Coverage Form.



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CENTRAL MUTUAL INSURANCE COMPANY
800 S. WASHINGTON ST
VAN WERT, OHIO 45891-2357
www.central-insurance.com

DECLARATIONS - COMMERCIAL LIABILITY UMBRELLA

NAMED INSURED AND MAILING ADDRESS
ELIGO ENERGY, LLC
201 W LAKE ST STE 151
CHICAGO, IL 60606-0239

AGENT IT01 RENEWAL
TOTAL INSURANCE SERVICES INC
3175 COMMERCIAL AVE STE 200
NORTHBROOK, IL 60062-1926
(847)205-1777
www.totins.com

POLICY NUMBER: CXS 9789225 12 PRIOR POLICY NUMBER: CXS 9789225 11
POLICY PERIOD: FROM 02/06/2019 TO 02/06/2020
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: SELLS ELECTRICITY
FORM OF BUSINESS: LIMITED LIABILITY COMPANY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT (LIABILITY COVERAGE) \$2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT \$2,000,000
(ANY ONE PERSON OR ORGANIZATION)
AGGREGATE LIMIT (LIABILITY COVERAGE) \$2,000,000
(EXCEPT WITH RESPECT TO COVERED AUTOS)

RETAINED LIMIT

SELF-INSURED RETENTION \$0

PREMIUM INFORMATION

PREMIUM FOR CERTIFIED ACTS OF TERRORISM \$5.00
UNDER THE TERRORISM RISK INSURANCE ACT

TOTAL POLICY PREMIUM DUE IS : \$905.00
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT

DECLARATIONS - COMMERCIAL LIABILITY UMBRELLA (continued)

NAMED INSURED
ELIGO ENERGY, LLC

POLICY NUMBER
CXS 9789225 12

FORMS AND ENDORSEMENTS APPLICABLE TO POLICY CXS 9789225 12 ON 02/06/2019

FORM NBR	EDITION	FORM TITLE
CU0001	0413	COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
* CU0200	0118	ILLINOIS CHANGES-CANCELLATION & NONRENEWAL
CU2123	0202	EXCL-NUCLEAR ENERGY LIAB (BROAD FORM)
* CU2130	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
* CU2140	0115	EXCLUSION OF CERTIFIED ACTS OF NUCLEAR, BIOLOGICAL OR CHEMICAL...
CU2255	0900	EXCL-IL CHGS-POLLUTION EXCL-HOSTILE FIRE EXCEPTION
IL0017	1198	COMMON POLICY CONDITIONS
IL0147	0911	IL-CHANGES - CIVIL UNION
IL0162	1013	IL-CHANGES - DEFENSE COSTS
8-1970	0306	EMPLOYEE BENEFITS LIABILITY COVERAGE
* 8-2299	0413	CUP POLICYHOLDER NOTICE ISO 2012
* 8-2351	0818	IL - LIMITATION OF POLICY TO FOLLOWING FORM LIABILITY COVERAGE
8-2413	0416	EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORM
8-2417	0416	ILLINOIS CHANGES - UNDERLYING CLAIMS-MADE COVERAGE
* 8-2535	0918	POLICYHOLDER NOTICE 2018 COMMERCIAL UMBRELLA
20-1768	0891	MUTUAL POLICY CONDITIONS-APPLICABLE TO CENTRAL MUTUAL
20-1769	0891	PROVISIONS APPLICABLE TO CENTRAL MUTUAL & ALL AMERICA INS CO
* 20-1956	1194	IMPORTANT INFORMATION ABOUT YOUR POLICY RENEWAL
* 20-2118	0315	POLICYHOLDER DISCLOSURE NOTICE (TERRORISM INS & VIRUS)
* 20-2143	0614	AVAILABLE PAY PLANS
* 20-2320	0112	IL-POLICYHOLDER NOTICE FOR CIVIL UNIONS
20-2375	0315	NOTICE TO POLICYHOLDERS - NBCR EXCLUSION

* DENOTES FORMS ATTACHED WITH THIS TRANSACTION

DECLARATIONS - COMMERCIAL LIABILITY UMBRELLA (continued)

NAMED INSURED
ELIGO ENERGY, LLC

POLICY NUMBER
CXS 9789225 12

SCHEDULE OF UNDERLYING INSURANCE

COMMERCIAL GENERAL LIABILITY

COMPANY: CENTRAL MUTUAL
POLICY NUMBER: 9789224
POLICY PERIOD: FROM 02/06/2019 TO 02/06/2020

MINIMUM APPLICABLE LIMITS:

GENERAL AGGREGATE	\$2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$2,000,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
EACH OCCURRENCE	\$1,000,000



PRESIDENT



SECRETARY

November 28, 2018

DATE

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

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

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

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

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

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

- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit." If any other limit, such as a sublimit, is specified in the "underlying insurance," this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations or Change Endorsement under the Schedule of "underlying insurance."
- c. This insurance applies to "bodily injury" and "property damage" only if:
- 1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - 2) The "bodily injury" or "property damage" occurs during the policy period; and
 - 3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1.a. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- 1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- 2) Receives a written or verbal demand or claim for damages because of the “bodily injury” or “property damage”; or
 - 3) Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.
- f. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury.”

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

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

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

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

This exclusion does not apply to the extent that valid “underlying insurance” for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for “bodily injury” and “property damage.” To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable “underlying insurance,” unless otherwise directed by this insurance.

d. Workers Compensation And Similar Laws

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

e. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

- 1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- 2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

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

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

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

With respect to injury arising out of a "covered auto," this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury." To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance," unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

- 1) A person arising out of any:
 - a) Refusal to employ that person;
 - b) Termination of that person's employment; or
 - c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- 2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph a), b), or c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph a), b) or c) above occurs before employment, during employment or after employment of that person.

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

i. Pollution

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

This exclusion does not apply if valid “underlying insurance” for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for “bodily injury.” To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable “underlying insurance,” unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

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

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

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
 - a) Less than 50 feet long; and
 - b) Not being used to carry persons or property for a charge;
- 3) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft;
- 4) The extent that valid “underlying insurance” for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for “bodily injury” or “property damage.” To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the “underlying insurance,” unless otherwise directed by this insurance; or
- 5) Aircraft that is:
 - a) Chartered by, loaned to, or hired by you with a paid crew; and
 - b) Not owned by any insured.

k. Racing Activities

“Bodily injury” or “property damage” arising out of the use of “mobile equipment” or “autos” in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. War

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

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

m. Damage To Property

“Property damage” to:

- 1) Property:
 - a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property; or
 - b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a “covered auto”;
- 2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

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

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

Paragraphs 1)b), 3), 4), 5) and 6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs 3) and 4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

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

n. Damage To Your Product

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

o. Damage To Your Work

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

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

p. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

q. Recall Of Products, Work Or Impaired Property

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

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

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

r. Personal And Advertising Injury

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

s. Professional Services

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

- 1) Legal, accounting or advertising services;
- 2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- 3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- 4) Engineering services, including related supervisory or inspection services;

- 5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- 6) Any health or therapeutic service treatment, advice or instruction;
- 7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming or therapy;
- 8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardio-vascular fitness, body-building or physical training programs;
- 9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- 10) Body piercing services;
- 11) Services in the practice of pharmacy;
- 12) Law enforcement or firefighting services; and
- 13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage," involved the rendering of or failure to render any professional service.

t. Electronic Data

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

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

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

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage." The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance," unless otherwise directed by this insurance.

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

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

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

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit," for which we have the duty to defend. But:

- 1) The amount we will pay for the “ultimate net loss” is limited as described in Section III - Limits Of Insurance; and
- 2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

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

- b. This insurance applies to “personal and advertising injury” that is subject to an applicable “retained limit.” If any other limit, such as a sublimit, is specified in the “underlying insurance,” this insurance does not apply to “personal and advertising injury” arising out of that exposure unless that limit is specified in the Declarations or Change Endorsement under the Schedule of “underlying insurance.”
- c. This insurance applies to “personal and advertising injury” caused by an offense arising out of your business but only if the offense was committed in the “coverage territory” during the policy period.

2. Exclusions

This insurance does not apply to:

a. “Personal and advertising injury”:

1) **Knowing Violation Of Rights Of Another**

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.”

2) **Material Published With Knowledge Of Falsity**

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

3) **Material Published Prior To Policy Period**

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

4) **Criminal Acts**

Arising out of a criminal act committed by or at the direction of the insured.

5) **Contractual Liability**

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- a) Liability for damages that the insured would have in the absence of the contract or agreement.
- b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

6) **Breach Of Contract**

Arising out of a breach of contract, except an implied contract to use another’s advertising idea in your “advertisement.”

7) **Quality Or Performance Of Goods - Failure To Conform To Statements**

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your “advertisement.”

8) **Wrong Description Of Prices**

Arising out of the wrong description of the price of goods, products or services stated in your “advertisement.”

9) **Infringement Of Copyright, Patent, Trademark Or Trade Secret**

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another’s advertising idea in your “advertisement.”

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

10) **Insureds In Media and Internet Type Businesses**

Committed by an insured whose business is:

- a) Advertising, broadcasting, publishing or telecasting;

- b) Designing or determining content of web-sites for others; or
- c) An Internet search, access, content or service provider.

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

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

11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

12) Unauthorized Use Of Another’s Name Or Product

Arising out of the unauthorized use of another’s name or product in your e-mail address, domain name or “metatag,” or any other similar tactics to mislead another’s potential customers.

13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.

14) Employment-related Practices

To:

- a) A person arising out of any:
 - i) Refusal to employ that person;
 - ii) Termination of that person’s employment; or
 - iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b) The spouse, child, parent, brother or sister of that person as a consequence of “personal and advertising injury” to that person at whom any of the employment-related practices described in Paragraph i), ii), or iii) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph **i)**, **ii)** or **iii)** above occurs before employment, during employment or after employment of that person.

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

15) Professional Services

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- a) Legal, accounting or advertising services;
- b) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- d) Engineering services, including related supervisory or inspection services;
- e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f) Any health or therapeutic service treatment, advice or instruction;
- g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming or therapy;
- h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, body-building or physical training programs;
- i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- j) Body piercing services;
- k) Services in the practice of pharmacy;
- l) Law enforcement or firefighting services; and
- m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury," involved the rendering of or failure to render any professional service.

16) War

However caused, arising, directly or indirectly, out of:

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

17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate;

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

- b. "Pollution cost or expense."

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:
 - a. All expenses we incur.
 - b. Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer."

3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - 1) Agrees in writing to:
 - a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - c) Notify any other insurer whose coverage is available to the indemnitee; and
 - d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - 2) Provides us with written authorization to:
 - a) Obtain records and other information related to the "suit"; and
 - b) Conduct and control the defense of the indemnitee in such "suit."

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

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

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":
 - a. If you are designated in the Declarations as:
 - 1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - 2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - 3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - 4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - 5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
 - b. Each of the following is also an insured:
 - 1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while

performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for:

a) “Bodily injury” or “personal and advertising injury”:

- i)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” in the course of his or her employment or performing duties related to the conduct of your business or to your other “volunteer workers” while performing duties related to the conduct of your business;
- ii)** To the spouse, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of Paragraph **a)i)** above; or
- iii)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **a)i)** or **ii)** above.

b) “Property damage” to property:

- i)** Owned, occupied or used by;
- ii)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your “employees,” “volunteer workers,” any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

2) Any person (other than your “employee,” or “volunteer worker”), or any organization while acting as your real estate manager.

3) Any person or organization having proper temporary custody of your property if you die, but only:

- a)** With respect to liability arising out of the maintenance or use of that property; and
- b)** Until your legal representative has been appointed.

4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- 1)** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- 2)** Coverage **A** does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
- 3)** Coverage **B** does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

2. Only with respect to liability arising out of the ownership, maintenance or use of “covered autos”:

a. You are an insured.

b. Anyone else while using with your permission a “covered auto” you own, hire or borrow is also an insured except:

- 1)** The owner or anyone else from whom you hire or borrow a “covered auto.” This exception does not apply if the “covered auto” is a trailer or semi-trailer connected to a “covered auto” you own.
- 2)** Your “employee” if the “covered auto” is owned by that “employee” or a member of his or her household.
- 3)** Someone using a “covered auto” while he or she is working in a business of selling, servicing, repairing, parking or storing “autos” unless that business is yours.
- 4)** Anyone other than your “employees,” partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their “employees,” while moving property to or from a “covered auto.”
- 5)** A partner (if you are a partnership), or a member (if you are a limited liability company) for a “covered auto” owned by him or her or a member of his or her household.
- 6)** “Employees” with respect to “bodily injury” to;

- a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a) above.
- c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to Section III - Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance;

- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
- b. Available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement; whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance."

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits."
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage A, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage B.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence."
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph 2. above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit," we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III - Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer." This insurance will apply as if the "underlying insurance" were in full effect.

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

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

- 1) How, when and where the "occurrence" or offense took place;
- 2) The names and addresses of any injured persons and witnesses; and
- 3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- 1) Immediately record the specifics of the claim or "suit" and the date received; and
- 2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- 2) Authorize us to obtain records and other information;
- 3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

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

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

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

5. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

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

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

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

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

9. Transfer Of Rights Of Recovery Against Others To Us

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

10. When We Do Not Renew

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

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

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until;

- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgements to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance." Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any “underlying insurance” is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any “underlying insurance” is changed.

14. Expanded Coverage Territory

- a. If a “suit” is brought in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the “suit.” We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a “suit” seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured’s behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

SECTION V - DEFINITIONS

1. “Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. “Auto” means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.However, “auto” does not include “mobile equipment.”
3. “Bodily injury” means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. “Bodily injury” includes mental anguish or other mental injury resulting from “bodily injury.”
4. “Coverage territory” means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. “Covered auto” means only those “autos” to which “underlying insurance” applies.
6. “Employee” includes a “leased worker.” “Employee” does not include a “temporary worker.”
7. “Executive officer” means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. “Impaired property” means tangible property, other than “your product” or “your work,” that cannot be used or is less useful because:
 - a. It incorporates “your product” or “your work” that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

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

9. “Insured contract” means:

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

Paragraphs f. and g. do not include that part of any contract or agreement:

- 1) That indemnifies a railroad for “bodily injury” or “property damage” arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- 2) That pertains to the loan, lease or rental of an “auto” to you or any of your “employees,” if the “auto” is loaned, leased or rented with a driver; or
- 3) That holds a person or organization engaged in the business of transporting property by “auto” for hire harmless for your use of a “covered auto” over a route or territory that person or organization is authorized to serve by public authority.

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

11. “Loading or unloading” means the handling of property:

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

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

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1) Power cranes, shovels, loaders, diggers or drills; or
 - 2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- 1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

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

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

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement."
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Pollution cost or expense" means any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects, of "pollutants"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants."
17. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - 1) Products that are still in your physical possession; or
 - 2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - a) When all of the work called for in your contract has been completed.
 - b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

- c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- b. Does not include “bodily injury” or “property damage” arising out of:
 - 1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the “loading or unloading” of that vehicle by any insured; or
 - 2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. “Property damage” means:

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

With respect to the ownership, maintenance or use of “covered autos,” property damage also includes “pollution cost or expense,” but only to the extent that coverage exists under the “underlying insurance” or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of “covered autos,” electronic data is not tangible property.

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

- 19. “Retained limit” means the available limits of “underlying insurance” scheduled in the Declarations or the “self-insured retention,” whichever applies.
- 20. “Self-insured retention” means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to “occurrences” or offenses not covered by the “underlying insurance.” The “self-insured retention” does not apply to “occurrences” or offenses which would have been covered by “underlying insurance” but for the exhaustion of applicable limits.
- 21. “Suit” means a civil proceeding in which damages because of “bodily injury,” “property damage” or “personal and advertising injury” to which this insurance applies are alleged. “Suit” includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the “underlying insurer’s” consent.
- 22. “Temporary worker” means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.
- 23. “Ultimate net loss” means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the “underlying insurer’s” consent.
- 24. “Underlying insurance” means any policies of insurance listed in the Declarations under the Schedule of “underlying insurance.”
- 25. “Underlying insurer” means any insurer who provides any policy of insurance listed in the Schedule of “underlying insurance.”
- 26. “Volunteer worker” means a person who is not your “employee,” and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

27. “Your product”:

- a. Means:
 - 1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a) You;
 - b) Others trading under your name; or

COMMON POLICY CONDITIONS

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

A. CANCELLATION

1. The first Named Insured shown in the Declarations or Change Endorsement may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

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

C. EXAMINATION OF YOUR BOOKS AND RECORDS

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

D. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

The first Named Insured shown in the Declarations or Change Endorsement:

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

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

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

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

**Provisions Applicable To
CENTRAL MUTUAL INSURANCE COMPANY**

MUTUAL POLICY CONDITIONS

This policy is issued by a Mutual Company. We have special regulations that apply by law to our organization, membership, policies and contracts. The following forms a part of your policy:

This policy is nonassessable. You are not subject to any contingent liability nor liable for any assessment.

The Board of Directors, at their discretion, may determine and pay you any unused premiums (dividends).

NOTICE OF ANNUAL MEETING

You are hereby notified that by virtue of this policy, you are a member of the Central Mutual Insurance Company and are entitled to vote either in person or by proxy at any and all meetings of our Company. The annual meetings are held at our home office, Van Wert, Ohio, on the second Wednesday of May in each year at two o'clock P.M.

**PROVISIONS APPLICABLE TO CENTRAL MUTUAL AND
ALL AMERICA INSURANCE COMPANIES**

IN WITNESS WHEREOF, we have executed and attested this policy. If required by state law, this policy is not valid unless it is countersigned by our authorized representative.



President



Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

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

A. The term “spouse” is replaced by the following:

Spouse or party to a civil union recognized under Illinois law.

B. Under the Commercial Auto Coverage Part, the term “family member” is replaced by the following:

“Family member” means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of such Named Insured’s household, including a ward or foster child; or
2. Individual named in the Schedule, Declarations or Change Endorsement by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of the individual’s household, including a ward or foster child, if the Drive Other Car Coverage - Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of “covered autos” provided under the Commercial Liability Umbrella Coverage Part, the term “family member” is replaced by the following:

“Family member” means a person related to you by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS
 COVERAGE FORM
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK COVERAGE PART

- A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:
1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Employment-related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
 2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
 3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
 4. Section **A.** Coverage under the Legal Liability Coverage Form; and
 5. Coverage **C** – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

- B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The Cancellation Common Policy Condition is replaced by the following:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing to us advance written notice of cancellation.
2. We may cancel this Policy by mailing to you written notice stating the reason for cancellation. If we cancel:
 - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - b. For a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the Policy has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the Policy has been in effect for more than 60 days.
3. If this Policy has been in effect for more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The Policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the Policy;
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
 - f. A determination by the Director of Insurance that the continuation of the Policy could place us in violation of the insurance laws of this State.
4. We will mail our notice to you, at your last mailing address known to us. Proof of mailing will be sufficient proof of notice.
5. Notification of cancellation will also be sent to your broker, if known, or agent of record, if known.
6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
7. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

B. Condition 10. When We Do Not Renew is replaced by the following:

10. When We Do Not Renew

- a. If we decide not to renew or continue this Policy, we will mail you written notice, stating the reason for nonrenewal, at least:
 - (1) 60 days before the end of the policy period for all policies other than that described in a.(2); or
 - (2) 30 days before the end of the policy period for all commercial excess and umbrella liability policies as defined in 215 ILL. COMP. STAT. 143.13.(h). The nonrenewal shall not become effective until at least 30 days from the proof of mailing date of the notice to you.
- b. Proof of mailing will be sufficient proof of notice.
- c. Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known.

- d. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- e. If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.

For the purposes of Paragraph **a.(2)**, commercial excess and umbrella liability policies are defined in 215 ILL. COMP. STAT. 143.13.(h) as follows:

- (h) "Commercial excess and umbrella liability policy" means a policy written over one or more underlying policies for an insured:
 - (1) that has at least 25 full-time employees at the time the commercial excess and umbrella liability policy is written and procures the insurance of any risk or risks, other than life, accident and health, and annuity contracts, as described in clauses (a) and (b) of Class 1 of Section 4 and clause (a) of Class 2 of Section 4, by use of the services of a full-time employee acting as an insurance manager or buyer; or
 - (2) whose aggregate annual premiums for all property and casualty insurance on all risks is at least \$50,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

I. The insurance does not apply:

A. Under any Liability Coverage, to “bodily injury” or “property damage”:

- 1)** With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- 2)** Resulting from the “hazardous properties” of “nuclear material” and with respect to which **a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **b)** the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to “bodily injury” or “property damage” resulting from “hazardous properties” of “nuclear material,” if:

- 1)** The “nuclear material” **a)** is at any “nuclear facility” owned by, or operated by or on behalf of, an insured or **b)** has been discharged or dispersed therefrom;
- 2)** The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an “insured”; or
- 3)** The “bodily injury” or “property damage” arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility,” but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **3)** applies only to “property damage” to such “nuclear facility” and any property thereat.

II. As used in this endorsement:

“Hazardous properties” includes radioactive, toxic or explosive properties.

“Nuclear material” means “source material,” “Special nuclear material” or “by-product material.”

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

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

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

“Nuclear facility” means:

- a)** Any “nuclear reactor”;
- b)** Any equipment or device designed or used for **1)** separating the isotopes of uranium or plutonium, **2)** processing or utilizing “spent fuel,” or **3)** handling, processing or packaging “waste”;
- c)** Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the insured at the premises where such

equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

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

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED NUCLEAR,
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS
OF TERRORISM; CAP ON LOSSES FROM CERTIFIED
ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.
2. Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ILLINOIS CHANGES – POLLUTION EXCLUSION –
HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to Exclusion i. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraph 1) of this exclusion does not apply to “bodily injury” or “property damage” arising out of heat, smoke or fumes from a hostile fire unless that hostile fire occurred or originated:

- a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
- b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, “pollutants.”

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

A. The following is added to Section I - Coverages:

COVERAGE - EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such an act, error or omission when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. At our discretion, we may investigate any report of an act, error or omission and settle any resultant "claim" or "suit," for which we have a duty to defend. But:
- 1) The amount we will pay for "ultimate net loss" is limited as described in Paragraph D. (Section III - Limits Of Insurance); and
 - 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

- b. This insurance applies only if:
- 1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
 - 2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory," and
 - 3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

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

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- 1) Failure of any investment to perform;

- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

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

1. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.
2. Paragraphs 1.b. and 3. of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs 1.b. and 1.c. of Section II - Who Is An Insured are replaced by the following:

1. Except for liability arising out of the ownership, maintenance, or use of "covered autos":
 - b.** Each of the following is also an insured:
 - 1) Each of your "employees" who is or was authorized to administer your "employee benefit program."
 - 2) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - 3) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.
 - c.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - 1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - 2) Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, Section III - Limits Of Insurance is replaced by the following:

1. Our obligation to pay damages on behalf of the insured applies only to the amount of "ultimate net loss" in excess of the "retained limit."
2. The Limits of Insurance shown in the Declarations or Change Endorsements and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
 - b. "Claims" made or "suits" brought;
 - c. Persons or organizations making "claims" or bringing "suits";
 - d. Acts, errors or omissions; or
 - e. Benefits included in your "employee benefit program."
3. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."
4. Subject to the Aggregate Limit, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" for damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- a. An act, error or omission; or
 - b. A series of related acts, errors or omissions
negligently committed in the "administration" of your "employee benefit program."

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

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

- E. For the purposes of the coverage provided by this endorsement, Condition 3. of Section IV - Commercial Liability Umbrella Conditions are replaced by the following:

3. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:
 - 1) What the act, error or omission was and when it occurred; and
 - 2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - 1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - 2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - 2) Authorize us to obtain records and other information;
 - 3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

- F. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. "Administration" means:
 - a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule, Declarations or Change Endorsements or added thereto by endorsement.

G. For the purposes of the coverage provided by this endorsement, Definitions 6. and 21. in the Definitions Section are replaced by the following:

6. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
21. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF POLICY TO FOLLOWING FORM LIABILITY COVERAGE - ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

A. Paragraph 2. Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced with the following:

1. Except to the extent coverage is provided in the “underlying insurance” described in the Schedule of Underlying Insurance, this insurance does not apply to any liability for “bodily injury” or “property damage.”
2. Regardless of coverage in the “underlying insurance,” this insurance does not apply to:

a. Auto Coverages

Any loss, cost or expense payable under or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorists law.

b. Employment-Related Practices

“Bodily injury” to:

- 1) A person arising out of any:
 - a) Refusal to employ that person;
 - b) Termination of that person’s employment; or
 - c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- 2) The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” to that person at whom any of the employment-related practices described in Paragraphs **A.2.b.1 a), b), or c)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraphs **A.2.b.1 a), b), or c)** above occurs before employment, during employment or after employment of that person.

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

c. Damage to Property

“Property damage” to:

- 1) Property:
 - a) You own, rent, or occupy; or
 - b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a “covered auto”;
- 2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

- 3) Property loaned to you;
- 4) Personal property in the care, custody or control of the insured;

d. "Fungi"

- 1) "Bodily injury" or "Property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to existence of, or presence of, any "fungi" regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- 2) Any loss, cost or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi," by an insured or anyone else.

e. Pollution

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

contractor or subcontractor;

- ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire."
- e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants."

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

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

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

If a more restrictive Pollution exclusion applies to the "underlying insurance," this exclusion does not apply and the coverage provided will follow the Pollution exclusion of the "underlying insurance."

f. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability Damages arising out of:

- 1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- 2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **1)** or **2)** above.

However, unless Paragraph **1)** above applies, this exclusion does not apply to damages because of "bodily injury".

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

g. Customer Complaint Legal Defense

"Defense expenses" incurred to defend against a "customer complaint."

h. Recall Of Products, Work Or Impaired Property

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

- 1) "Your product"

- 2) "Your work" or
- 3) "Impaired property"

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

- i. Any loss, cost, or expense for which the limit in the "underlying insurance" is less than \$500,000.

This exclusion does not apply if the underlying limit is less than \$500,000 solely because of reduction of an aggregate limit due to payment of claims, settlements, or judgments.

- j. Any loss, cost or expense for which coverage is excluded by attachment of a specific Exclusion endorsement to this policy.

k. Motor Sports Activities

"Bodily Injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

B. Paragraph 2. Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY is replaced with the following:

- 1. Except to the extent coverage is provided in the "underlying insurance" described in the Schedule of Underlying Insurance, this insurance does not apply to any liability for "personal and advertising injury":
- 2. Regardless of coverage in the "underlying insurance," this insurance does not apply to:

a. Employment-Related Practices

"Personal or advertising injury" to:

- 1) A person arising out of any:
 - a) Refusal to employ that person;
 - b) Termination of that person's employment; or
 - c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- 2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **B.2.a.1) a), b), or c)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraphs **B.2.a.1)a), b), or c)** above occurs before employment, during employment or after employment of that person.

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

b. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

- c. Any loss, cost, or expense for which the limit in the “underlying insurance” is less than \$500,000.

This exclusion does not apply if the underlying limit is less than \$500,000 solely because of reduction of an aggregate limit due to payment of claims, settlements, or judgments.

- d. Any loss, cost or expense for which coverage is excluded by attachment of a specific Exclusion endorsement to this policy.

C. SECTION II - WHO IS AN INSURED is replaced with the following:

Any insured on any policy of “underlying insurance” is an insured under this insurance, but only to the same extent as on the “underlying insurance.”

If coverage provided to an additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any “underlying insurance.”

Coverage provided by this insurance will not be broader than coverage provided by the “underlying insurance.”

- D. SECTION IV - CONDITIONS** shall apply except that any amendment to the CONDITIONS in the “underlying insurance” shall apply to this insurance also.
- E. SECTION V - DEFINITIONS** shall apply except that any amendment to the DEFINITIONS in the “underlying insurance” shall apply to this insurance also.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following is added to Section I – Coverage A – Bodily Injury And Property Damage Liability

This insurance does not apply to:

t. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

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

B. The following is added to Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – UNDERLYING CLAIMS-MADE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

If any "underlying insurance" is written on a claims-made basis, the following applies to the insurance provided by this policy which is excess over that underlying insurance:

A. Paragraphs 1.c.(2), 1.c.(3), 1.d., 1.e. and 1.f. of Section I – Coverage A – Bodily Injury And Property Damage Liability are replaced by the following:

1. Insuring Agreement

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

- (2)** The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or Change Endorsement of the "underlying insurance" or after the end of the policy period; and
- (3)** A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **d.** below, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.

d. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1)** When notice of such claim is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or
- (2)** When we make settlement in accordance with Paragraph **1.a.** above, or settlement is made by the "underlying insurer" with our agreement.

e. All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.

f. All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

B. Paragraph 1.c. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

1. Insuring Agreement

c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business, but only if:

- (1)** The offense was committed in the "coverage territory";
- (2)** The offense was not committed before the Retroactive Date, if any, shown in the Declarations or Change Endorsement of the "underlying insurance" or after the end of the policy period; and
- (3)** A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **d.** below, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.

C. The following is added to Paragraph 1. of Section I - Coverage B - Personal And Advertising Injury Liability:

1. Insuring Agreement

d. A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1)** When notice of such claim is received and recorded by any insured or by the "underlying insurer" or

us if the limits of the "underlying insurance" have been used up, whichever comes first; or

- (2) When we make settlement in accordance with Paragraph 1.a. above or settlement is made by the "underlying insurer" with our agreement.

All claims for damages because of "personal and advertising injury" to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

D. The following is added to Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations or Change Endorsement.

E. The following section is added:

Extended Reporting Periods

1. With respect to any "underlying insurance" written on a claims-made basis, we will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is canceled or not renewed; or
 - b. "Underlying insurance" written on a claims-made basis is renewed or replaced with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations or Change Endorsement of the "underlying insurance"; or
 - (2) Does not apply to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:
 - a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations or Change Endorsement of the "underlying insurance"; or
 - b. "Personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations or Change Endorsement of the "underlying insurance".

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - a. Five years with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;
 - b. Five years with respect to claims because of "personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition; and
 - c. Sixty days with respect to claims arising from "occurrences" or offenses not previously reported to us.The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a.** The exposures insured on a claims-made basis;
- b.** Previous types and amounts of insurance;
- c.** Limits of Insurance available under this Coverage Part for future payment of damages; and
- d.** Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period.

- 6.** If the Supplemental Extended Reporting Period is in effect, we will provide a supplemental aggregate limit of insurance equal to the dollar amount of the Aggregate Limit shown in the Declarations or Change Endorsement in effect at the end of the policy period, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

Limits of Insurance will be amended accordingly. The Personal And Advertising Injury Limit and the Each Occurrence Limit shown in the Declarations or Change Endorsement will then continue to apply.

RESOLUTION FOR KENDALL COUNTY, ILLINOIS, TO LEND MONEY FROM THE KENDALL COUNTY REVOLVING LOAN FUND TO MUNICIPALITIES TO SECURE EMERGENCY WORKING CAPITAL GRANT FUNDING, UNDER THE DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM, FOR LOCAL BUSINESSES FACING HARDSHIP DUE TO THE COVID-19 PANDEMIC

WHEREAS, Kendall County, Illinois, (“Kendall County”) recognizes the extreme hardship the COVID-19 Pandemic has caused for local businesses in Kendall County; and

WHEREAS, the State of Illinois (“State”) is currently offering grant funding to units of local government to be distributed to local businesses (“Benefitting Businesses”) as working capital through the Downstate Small Business Stabilization Program (“DSBSP”) to assist these Benefitting Businesses in weathering the economic hardships of COVID-19; and

WHEREAS, under the DSBSP, the unit of local government applies for the grant, and, if approved, receives the funds, which it then distributes to the Benefitting Business pursuant to an agreement between the unit of local government and the Benefitting Business (“Participation Agreement”); and

WHEREAS, under the DSBSP, if the Benefitting Business does not comply with the grant requirements the State may require repayment of the grant funds from the unit of local government, and the unit of local government may then seek to recover the full amount from the Benefitting Business; and

WHEREAS, several municipalities within Kendall County wish to secure these DSBSP grant funds for local businesses within the municipalities, and within Kendall County, but believe it would be imprudent, in these uncertain times, to risk having to withdraw money from the municipalities’ general funds to repay grant funding to the State, in the event one of the Benefitting Businesses does not comply with the grant requirements; and

WHEREAS, Kendall County administers a Revolving Loan Fund intended to support the local economy, create and retain jobs, and benefit a minimum of 51% low- to moderate-income individuals in the community; and

WHEREAS, to enable the municipalities to secure the DSBSP grant funding for Benefitting Businesses without placing the financial health of the municipalities in jeopardy, the Kendall County Board has decided to lend money from the Revolving Loan Fund to the municipalities for the duration of the DSBSP, approximately 1 year, for the sole and limited purpose of having funds available should a municipality be called upon by the State to repay grant funding; and

WHEREAS, the Governor of Illinois has declared the entire State of Illinois, including Kendall County, a disaster area due to the COVID-19 Pandemic. This disaster proclamation allows Kendall County, under the Illinois Emergency Management Agency Act, to waive certain procedures and formalities to expedite emergency relief for the residents of Kendall County; and

WHEREAS, Kendall County finds there is a serious economic urgency in obtaining these funds for local businesses as quickly as possible.

NOW THEREFORE, Kendall County will loan money from the Kendall County Revolving Loan Fund for the sole purpose of repaying DSBSP Grant Funds to the State to the below-identified municipalities in the amounts identified (“Loan Amount”) and subject to the terms and conditions in the attached promissory note for each municipality (attached as Group Exhibit A), which must be fully-executed prior to the distribution of funds.

1. Yorkville, Illinois \$400,000
2. Oswego, Illinois \$400,000
3. Montgomery, Illinois \$100,000

All repaid or recovered Loan Amounts, including interest accrued, less any costs, expenses, or attorney’s fees, shall be returned to the Kendall County Revolving Loan Fund.

This Resolution is approved and adopted by the County Board of Kendall County, Illinois, this ___ day of _____, 2020.

Board Chairman Signature:

Attest:

Scott Gryder, Chairman
County Board

Debbie Gillette
County Clerk

COUNTY OF KENDALL

RESOLUTION 2020-_____

**A RESOLUTION ESTABLISHING THE SALARY FOR
THE KENDALL COUNTY CIRCUIT CLERK**

WHEREAS, 50 ILCS 145/2 requires the salary of elected officers for local governments to be established at least 180 days prior to the start of their term; and

WHEREAS, 55 ILCS 5/5-1010 requires the County Board to establish the salary of County officers prior to the election of the officers whose salary is being established; and

NOW, THEREFORE, BE IT RESOLVED that the annual salary for the elected County Circuit Clerk shall be as follows:

Effective December 1, 2020	\$91,554
Effective December 1, 2021	\$91,554
Effective December 1, 2022	\$91,554
Effective December 1, 2023	\$91,554

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this resolution to the Office of the County Circuit Clerk, and to the County Administrator.

Approved and adopted by the County Board of Kendall County, Illinois, this _____ day of May, 2020.

Scott Gryder, Chairman
County Board

Attest:

Debbie Gillette
County Clerk

Coroner Salary

		<u>2020 Election - Scenario 1</u>			<u>2020 Election - Scenario 2</u>		
FY21	12/1/2020	\$65,019	10.00%	\$5,911	\$67,974	15.00%	\$8,866
FY22	12/1/2021	66,319	2.00%	1,300	69,334	2.00%	1,359
FY23	12/1/2022	67,646	2.00%	1,326	70,720	2.00%	1,387
FY24	12/1/2023	\$68,998	2.00%	1,353	\$72,135	2.00%	1,414
		<hr/>		16.00%	\$9,890	<hr/>	
						21.00%	\$13,027

Annual Estimates of the Resident Population for Counties in Illinois: July 1, 2019

Geographic Area	2019	Population Variance Count	Population Variance Percent	Coroner Salary	Coroner FTE	Coroner Office FT (excludes Coroner)	Coroner Office FTE	County Hospital (s)	Deaths 2019	Coroner Calls to Scene	Autopsies
Population Estimate (as of July 1)											
Sangamon County, Illinois	194,672	65,682	51%	\$ 66,035	1	4	4	3	2389	406	192
Peoria County, Illinois	179,179	50,189	39%	\$ 96,085	1	5	6	3			
McLean County, Illinois	171,517	42,527	33%	\$ 95,448	1	4	5	3			
Rock Island County, Illinois	141,879	12,889	10%	\$ 98,100	1	2	3	3			
Tazewell County, Illinois	131,803	2,813	2%	\$ 79,092	1	2	3	1			
Kendall County, Illinois	128,990	0	0%	\$ 59,108	1	1	2.5	0	511	54	35
Kankakee County, Illinois	109,862	-19,128	-15%	\$ 79,791	1	4	2	2			
LaSalle County, Illinois	108,669	-20,321	-16%	\$ 66,990	1	2	3.5	4	1145		
DeKalb County, Illinois	104,897	-24,093	-19%	\$ 66,800	0.5		1.25	2	614		52
Macon County, Illinois	104,009	-24,981	-19%	\$ 83,537	1	2	3	2			
Vermilion County, Illinois	75,758	-53,232	-41%	\$ 70,710	1	1	2	5			
		population < or = 10%		\$ 78,767	AVG Salary	Rock Island, Tazewell, Kendall					
		population < or = 15%		\$ 79,023	AVG Salary	Rock Island, Tazewell, Kendall, Kankakee					
		population < or = 20%		\$ 76,203	AVG Salary	Rock Island, Tazewell, Kendall, Kankakee, LaSalle, DeKalb, Macon					
		population < or = 41%		\$ 79,566	AVG Salary	Peoria, McLean, Rock Island, Tazewell, Kendall, Kankakee, LaSalle, DeKalb, Macon, Vermilion					
		population < or = 51%		\$ 78,336	AVG Salary	Sangamon, Peoria, McLean, Rock Island, Tazewell, Kendall, Kankakee, LaSalle, DeKalb, Macon, Vermilion					
<p>Suggested Citation: 1, 2010 to July 1, 2019 (CO-EST2019-ANNRES-17) Source: U.S. Census Bureau, Population Division Release Date: March 2020</p>											