

Excess Liability Policy for

State of Montana (CDL Training Only)
1625 11th Avenue Middle Floor, Helena, MT, 59620

Insurer

Obsidian Specialty Insurance Company

Service Company

Risk Management Programs,
Inc.
1819 Electric Road, Suite C
Roanoke, VA 24018

844-986-2705
Insured Services

888-822-6772
Claims Services



IN WITNESS WHEREOF, Obsidian Insurance Company has caused this Policy to be signed by its President and Secretary and countersigned where required by law on the Declarations page by its duly Authorized Representative.

A handwritten signature in cursive script, appearing to read "Emily Canelo".

Emily Canelo
Secretary

A handwritten signature in cursive script, appearing to read "Craig Rappaport".

Craig Rappaport
President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

This insurance does not apply to the extent that trade or economic sanctions, laws or regulations, including but not limited to those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC), prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

NOTICE TO POLICYHOLDERS U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and your policy (including its endorsements), the provisions of your policy (including its endorsements) shall prevail.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC and possibly by the U.S. Department of State. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces economic and trade sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you and any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



CONSUMER PRIVACY NOTICE

Last Updated: September 2024

Obsidian Insurance Holdings, Inc. and its subsidiaries and affiliates, including Obsidian Specialty Insurance Company, Obsidian Insurance Company, and Obsidian Pacific Insurance Company, (hereinafter “Obsidian”, “we”, “us” and “our”) is committed to protecting the privacy of the personal information we collect or maintain. Personal Information means information that identifies you personally and is not otherwise available to the public.

This notice tells you about our Privacy Policy and how we protect the information that is disclosed to us.

Personal Information We Collect

The types of Personal Information we collect and may share vary depending on the products and services you have with us and on your interactions with us. This information may include:

- Information you provide to us in your application or claim;
- Information we collect about you and your property in connection with the initial underwriting or renewal of an insurance product or service;
- Insurance claim history, policy coverage(s), premiums, account balances and payment history;
- Medical history and records;
- Information we receive from third parties, such as agents, producers, service providers, inspection agencies, auditors;
- Information contained in consumer reports to the extent permitted by law, such as credit history, driving records, medical and employment history; or
- Details on your visits to our website and information collected through cookies and other tracking technologies including, but not limited to, your IP address and domain name, your browser version and operating system, traffic data, location data, web logs and other communication data, and the resources you access. If you contact us, we may keep a record of the correspondence or submission.

Personal Information does not include publicly available information from government records or de-identified or aggregated consumer information.

Why We Collect Your Personal Information

We may collect Personal Information for certain lawful purposes in some or all of the following ways:

- To service your transactions with us, such as your insurance application, your request for us to pay a claim, and your request for us to take action on your account;
- To maintain our accounts and records;
- To defend or make claims;
- To identify and prevent fraud;
- To comply with a legal or regulatory obligation; or
- To support our business functions.



How We Collect Your Personal Information	<p>We collect most of this Personal Information directly from you – in person, by telephone, text, email and/or via our website. However, we may also collect information from other categories of sources, such as:</p> <ul style="list-style-type: none"> • Publicly accessible sources, such as property records; • Third parties, such as sanctions screening providers, credit reporting agencies, customer due diligence providers, internet service providers, social networks, data analytics providers and government entities; • Third parties with your consent, such as your bank; or • Cookies on our website.
Sharing Your Personal Information	<p>We use and share your Personal Information with affiliated and non-affiliated third parties for the purposes of underwriting insurance, administering your policy or claim and other purposes as permitted by law.</p> <p>We may disclose Personal Information about you and share such Personal Information only as allowed, such as disclosures:</p> <ul style="list-style-type: none"> • Between our insurance companies; • To service providers, such as program administrators, insurance agents, insurance brokers, claims adjusters, or reinsurers, that are providing services on our behalf and need to access your information to assist us in providing such services; • To an insurance regulatory authority in connection with the regulation of our business, or to a law enforcement agency, governmental authority or other authorized person or institution to protect our legal interests, detect or prevent insurance fraud or criminal activity; • In the event of any reorganization, merger, sale, joint venture, assignment, transfer, bankruptcy or other disposition of all or any portion of our business, assets or stock; or • In compliance with laws or at your consent or direction.
Internal Access To Your Personal Information	<p>We restrict access to your non-public Personal Information to those employees who need to know it in order to provide products and services to you, and we train our employees on how to handle and protect that information. Our employees have access to Personal Information in the course of doing their jobs, such as:</p> <ul style="list-style-type: none"> • Underwriting policies; • Paying claims; • Developing new products; or • Advising customers of our products and services.
Safeguards To Protect Your Personal Information	<p>We recognize the need to prevent unauthorized access to the Personal Information we collect, including information held in an electronic format on our computer systems. We maintain physical, electronic and procedural safeguards intended to protect the confidentiality and integrity of all non-public, Personal Information.</p>



Reasons We Can Share Your Personal Information	Does Obsidian Share?	Can you limit sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	No
For joint marketing with other financial companies	No	No
For our affiliates’ everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes – information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No
Changes To This Policy	We will periodically review and revise our Privacy Policy and procedures to ensure that we remain compliant with all state and federal requirements. If any provision of our Privacy Policy is found to be noncompliant, then that provision will be modified to reflect the appropriate state or federal requirement. If any modifications are made, all remaining provisions of this Privacy Policy will remain in effect.	
Our Retention Policy	<p>We will keep your Personal Information while you have an account with us or while we are providing products and/or services to you. Thereafter, we will keep your Personal Information for as long as is necessary:</p> <ul style="list-style-type: none">• To respond to any questions, complaints or claims made by you or on your behalf;• To show that we treated you fairly; or• To keep records as required by law. <p>Occasionally, legal obligations will require us to maintain certain records past their established retention periods until the legal hold has been removed.</p>	
Questions?	Call 1-800-684-5428 or write to privacy@obsidianspecialty.com	
Your Rights If You Are A Resident Of Colorado, Connecticut, Utah or Virginia: <ul style="list-style-type: none">• You have a right to know what Personal Information of yours is collected and how it is processed. (Colorado, Connecticut and Utah residents)• You have a right know what Personal Information of yours is processed and how it is processed. (Virginia residents)• You have a right to know who Obsidian shares your Personal Information with.• You have a right to access your Personal Information maintained by Obsidian.• You have a right to correct inaccuracies in your Personal Information.• You have the right to request deletion of your Personal Information.• You have the right to opt-out of the sale of your Personal Information, the sharing of your Personal Information for targeted advertising, or the use of your Personal Information for profiling.• If you provide us with Personal Information that we use in automated decision-making, you have the right to obtain a copy of that Personal Information in a convenient and shareable format. <p>You may submit your request via email to privacy@obsidianspecialty.com or by calling us at 1-800-684-5428.</p>		



For Residents of California

CALIFORNIA CONSUMER PRIVACY ACT NOTICE

Last updated: September 2024

This Privacy Policy for California residents supplements the information contained above and applies solely to all visitors, users, and others who reside in the State of California (“consumers” or “you”). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (“CCPA”), as amended by the California Privacy Rights Act of 2020 (“CPRA”), and any terms defined in the CCPA have the same meaning when used in this notice.

We collect Personal Information about California consumers for a variety of business reasons as indicated in the chart below. Please note the specific pieces of Personal Information we collect about you can vary depending on the nature of your interactions with us. Please refer to the section **Why We Collect Your Personal Information** above for categories of business or commercial purposes for the collection.

The categories of Personal Information we may have collected from consumers within the last twelve (12) months and the categories of sources from which the Personal Information was collected include the following:

Category of Personal Information	Examples	Categories of Sources from which Personal Information is Collected
Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver’s license number, passport number or other similar identifiers.	Directly from you; Other parties, such as agents, producers, consumer reporting agencies, service providers, inspection agencies, or publicly available information from social media or governmental agencies.
Personal Information categories listed in the California Consumer Records Statute (Cal. Civ. Code 1798.80(e))	A name, signature, social security number, physical characteristics or description, address, telephone number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some Personal Information included in this category may overlap with other categories.	Directly from you; Other parties, such as agents, producers, consumer reporting agencies, service providers, inspection agencies, or publicly available information from social media or governmental agencies.
Protected classification characteristics under California or federal law	Examples include but are not limited to: age, race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition,	Directly from you; Other parties, such as agents, producers, consumer reporting agencies, service providers,



OBSIDIAN

	physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	inspection agencies, or publicly available information from social media or governmental agencies.
Commercial information	Examples include but are not limited to: your policy coverage, claims, premiums and payment history from your dealings with us, our affiliates, or others. Your financial history from other insurance companies, financial organizations or consumer reporting agencies.	Directly from you; Other parties, such as agents, producers, consumer reporting agencies, service providers, inspection agencies, or publicly available information from social media or governmental agencies.
Internet or other similar network activity	Examples include but are not limited to: browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	Directly from you; Automatically from our websites through various technologies.
Audio, electronic, visual, thermal, olfactory, or similar information	Examples include but are not limited to: photographs or recordings of telephone calls.	Directly from you; Surveillance or recordings that we make, as authorized by law or with your permission.
Professional or employment-related information	Examples include but are not limited to: employer name, positions held, physical demands of positions held, and salary information.	Directly from you; Other parties, such as agents, producers, consumer reporting agencies, service providers, inspection agencies, or publicly available information from social media or governmental agencies.
Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	Examples include but are not limited to: education records and transcripts.	Directly from you; Other parties, such as agents, producers, consumer reporting agencies, service providers, inspection agencies, or publicly available information from social media or governmental agencies.
Sensitive Personal Information	Examples include but are not limited to: social security numbers and other governmental identification numbers, financial account credentials, racial and ethnic origin, and health information.	Directly from you; Other parties, such as agents, producers, consumer reporting agencies, service providers, inspection agencies, or publicly



		available information from social media or governmental agencies
Information Excluded From CCPA's Scope	Information excluded from the CCPA's scope includes, but is not limited to: <ul style="list-style-type: none">• Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 and the California Confidentiality of Medical Information Act or clinical trial data.• Personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.	
Sale Of Personal Information	We do not and will not sell your Personal Information, and we have not sold any Personal Information in the preceding twelve (12) months.	
Who We Share Your Personal Information With	Examples of third parties we may have shared your Personal Information with in the preceding twelve (12) months include, but are not limited to: <ul style="list-style-type: none">• Affiliate companies;• Companies that provide claims administration, underwriting, investigation or policyholder services for us or on our behalf;• Legal service providers;• Accounting service providers; or• Administrative service providers.	
Your Rights And Choices <p>The CCPA provides California residents with specific rights regarding their Personal Information. The following rights are not absolute, and we may be entitled to refuse requests, wholly or partly, where exceptions under applicable law apply. This section describes your CCPA rights and explains how to exercise those rights.</p>		
Disclosure Of Personal Information We Collect About You	You have the right to know, and request disclosure of: <ul style="list-style-type: none">• The categories of Personal Information we have collected about you, including Sensitive Personal Information;• The categories of sources from which the Personal Information is collected;• Our business or commercial purpose for collecting, selling, or sharing Personal Information;• The categories of third parties to whom we disclose Personal Information, if any; and• The specific pieces of Personal Information we have collected about you. Please note that we are not required to: <ul style="list-style-type: none">• Retain any Personal Information about you that was collected for a single one-time transaction if, in the ordinary course of business, that information about you is not retained;• Re-identify or otherwise link any data that, in the ordinary course of business, is not maintained in a manner that would be considered Personal Information; or• Provide the Personal Information to you more than twice in a 12-month period.	



Disclosure Of Personal Information Sold, Shared, Or Disclosed For A Business Purpose	<p>We do not and will not sell your Personal Information. In connection with any Personal Information we may share, or disclose to a third party for a business purpose, you have the right to know:</p> <ul style="list-style-type: none"> • The categories of Personal Information about you that we shared and the categories of third parties to whom the Personal Information was shared; and • The categories of Personal Information that we disclosed about you for a business purpose and the categories of persons to whom the Personal Information was disclosed for a business purpose. <p>We do not and will not sell or share your Personal Information for the purpose of targeted behavioral advertising.</p> <p>Sharing or disclosure of personal information is only done for business reasons. Please refer to the section Why We Collect Your Personal Information above for categories of business or commercial purposes for the collection.</p> <p>Your Sensitive Personal Information is limited to only being shared for the purpose of providing you with the services you requested.</p>
Access To Specific Information And Data Portability Rights	<p>You have the right to request that we disclose certain information to you about our collection and use of your Personal Information in the preceding 12 months, including the categories of Personal Information collected about you, the sources from which your Personal Information was collected, and the business or commercial purposes for which your information is used, disclosed or sold, as well as the categories of third parties to whom your information is disclosed or sold.</p>
Right To Request Deletion Of Your Personal Information	<p>To the extent that your data is in-scope for CCPA's privacy rights, you have the right to request that we delete any of your Personal Information that we collected from you and retained, subject to certain exceptions. Please be aware, however, that California law allows us to retain your Personal Information under certain conditions, even if you have asked us to delete it, such as when retaining your Personal Information is necessary for us to complete a transaction with you or provide you with a good or service you have requested.</p>
Right To Correct Inaccurate Information	<p>If we maintain inaccurate Personal Information about you, you have the right to request the correction of that Personal Information. Upon receipt of a verifiable request from you, we will use commercially reasonable efforts to correct the inaccurate Personal Information.</p>
Right To Limit Sensitive Personal Information	<p>You have the right to limit the use and disclosure of your Sensitive Personal Information to the use which is necessary to:</p> <ul style="list-style-type: none"> • Perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services; • To perform the following services: <ul style="list-style-type: none"> (1) Helping to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for these purposes; (2) Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a consumer's current



	<p>interaction with the business, provided that the consumer's personal information is not disclosed to another third party and is not used to build a profile about the consumer or otherwise alter the consumer's experience outside the current interaction with the business;</p> <p>(3) Performing services on behalf of the business, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the business; and</p> <p>(4) Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the business, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the business; and</p> <ul style="list-style-type: none">• As authorized by further regulations. <p>You have a right to know if your Sensitive Personal Information may be used, or disclosed to a service provider or contractor, for additional, specified purposes.</p> <p>Your Sensitive Personal Information is limited to only being used for the purpose of providing you with the services you requested.</p>
Right To Non-Discrimination For Exercising Your Rights	<p>If you choose to exercise any of your rights, you have the right to not receive discriminatory treatment by us. This includes the right not to be retaliated against for the exercise of your CCPA rights.</p>
How To Exercise Your Rights	
<p>If you would like to exercise any of your rights as described in this Privacy Policy, you may make a request described above using any of the following methods:</p> <ul style="list-style-type: none">• Call us at 800-684-5428;• Email us at privacy@obsidianspecialty.com;• At our website www.obsidianspecialty.com; or• Write to us at: <p>Obsidian Insurance Holdings, Inc. Privacy Office 515 Centerpoint Drive, Suite 2207 Middletown, CT 06457</p> <p>Please note that we are only required to respond to your CCPA/CPRA-related data access or data portability disclosure request twice within a 12-month period.</p> <p>If you choose to contact us directly by email, phone or in writing, you will need to provide us with:</p> <ul style="list-style-type: none">• Enough information to identify you [(e.g., your first name, last name, and policy number)];• Proof of your identity and address (e.g., a copy of your driving license or passport and a recent utility or credit card bill); and	



- A description of what right you want to exercise and the information to which your request relates.
- Requests to know or requests to delete information for household members under the age of 13 require verifiable parental consent before we comply with your request.

We will confirm receipt of your request within 10 business days and will provide information about how we will process the request.

We will respond to requests to know and requests to delete within 45 calendar days. We may extend the time period by an additional 45 days, for a total of 90 calendar days, with prior notice and an explanation of why.

We are not obligated to make a data access or data portability disclosure if we cannot verify that the person making the request is the person about whom we collected Personal Information or is someone authorized to act on such person's behalf.

Any Personal Information we collect from you to verify your identity in connection with your request will be used solely for the purposes of verification. Any records of your request made pursuant to the CCPA and how we responded to the requests are retained for at least 24 months.

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EXCESS AUTO LIABILITY

DECLARATION PAGE

SCHEDULE OF COVERAGES AND **COVERED AUTOS**

This coverage is for those **Autos** listed on the **Application** and any **Autos** acquired AFTER the Effective Date of coverage.

COVERAGES	COVERED AUTOS	LIMIT
Liability Limit per Accident	Any Covered Auto	\$1,500,000

Self-Insured Retention: \$25,000 Per **Occurrence**

- SECTION II -

EXCESS AUTO LIABILITY COVERAGE

A. LIABILITY COVERAGE

1. Liability Coverage Agreement

The **Insurer** agrees, subject to the limitations, terms, and conditions hereunder mentioned:

- a.** to pay on behalf of the **Insured** or **Covered Person** all sums which the **Insured** or **Covered Person** shall be legally obligated to pay as damages because of **Bodily Injury** or **Property Damage** to which this coverage applies, caused by any **Accident** and resulting from the ownership, maintenance, or use of a **Covered Auto** designed for travel on public roads occurring during the **Policy Period**;
- b.** to pay on behalf of the **Insured** or **Covered Person** all costs and expenses incurred by the **Insurer** in the investigation, adjustment, settlement, defense and appeal of any **Claim** or suit for which coverage is afforded by this Section I (Excess **Auto** Liability Coverage)
 - A.** (Liability Coverage) of this **Policy**. Costs and expenses payable by the **Insurer** shall include only reasonable costs and expenses as shall be authorized and incurred by the **Insurer** when investigating and defending an **Accident**. However, costs of defense shall not include any costs or expenses attributable to the **Insured's** normally employed officers, employees or attorneys or any other expenses incurred or payable by the **Insured** without the **Insurer's** prior written approval. Coverage for such costs and expenses provided herein are in addition to the limit of liability as stated in 4. (Limit of Liability) of Section I (Excess **Auto** Liability Coverage) A. (Limit of Liability for Excess **Auto** Liability).
- c.** to defend any action or suit seeking money **Damages** brought against the **Insured** or a **Covered Person** alleging **Bodily Injury** or **Property Damage**, even if such action or suit is groundless, false, or fraudulent; but, the **Insurer** has no duty to defend any **Claim** or suit to which this coverage does not apply nor does the **Insurer** have the duty of defending an allegation of a criminal act in a criminal court. The **Insurer** has the sole authority to select the attorney who will defend the **Claim** or suit without obtaining consent from the **Insured** or **Covered Person**. The **Insured** or **Covered Person** shall not admit liability for or settle any **Claim** or suitor incur any cost or expense without the written consent of the **Insurer**, and the **Insurer** shall have the right to make such investigation and conduct negotiations and enter into such settlement of any **Claim** or suit as the **Insurer** deems expedient. If the **Insured** or a **Covered Person** unreasonably refuses any settlement recommended by the **Insurer**, the **Insured** or the **Covered Person** shall thereafter at its or his own expense negotiate or defend such **Claim** or suit independently of the **Insurer**, and the **Insurer's** liability shall not exceed the amount for which the **Claim** or suit could have been settled plus the costs and expenses incurred with the **Insurer's** consent up to the date of such refusal. The **Insurer's** obligation to defend and indemnify shall not arise until the **Insured's** deductible or self-insured retention has been paid.

2. Excess Auto Liability Coverage Extensions

a. Supplemental Payments

The **Insurer** will pay on behalf of the **Insured** or **Covered Person**:

- (1) Up to \$250 for the cost of all bail bonds (including bonds for related traffic law violations) required because of a covered **Accident**; the **Insurer** does not have to furnish these bonds;
- (2) Premiums on appeal bonds in any **Suit** the **Insurer** defends, but only for bond amounts within the Limit of Liability;
- (3) Premiums on bonds to release attachments in **Suits** the **Insurer** defends but only for bonds within the Limit of Liability;
- (4) All costs and expenses incurred by the **Insurer**;
- (5) All costs taxed to the **Insured** in **Suits** the **Insurer** defends; and
- (6) Post judgment interest on any judgment in proportion to the **Insurer's** share of the judgment, in any suit the **Insurer** defends, but the **Insurer's** duty to pay interest ends when the **Insurer** pays, offers to pay, or deposits in court the part of the judgment that is within the Limit of Liability.

Payments made under this Supplemental Payments section 2.a. do not reduce the Limit of Liability as set forth in the **Declarations Page**.

b. Out of State Coverage Extensions

While a **Covered Auto** is away from the state where it is licensed, the **Insurer** will:

- (1) Increase the Limit for **Liability Coverage** to meet the limit or limits specified by a compulsory or financial responsibility law in the jurisdiction where the **Covered Auto** is being used; and
- (2) provide the minimum amount and types of other coverage's, such as no-fault, required of out of state vehicles by the jurisdiction where the **Covered Auto** is being used.

The **Insurer** will NOT pay any person more than once for the same elements of **Loss** because of these extensions.

3. Excess Auto Liability Coverage Exclusions

This coverage does not apply to any of the following:

a. Expected or Intended Injury

Bodily Injury or **Property Damage** expected or intended from the standpoint of the **Insured** or a **Covered Person**;

b. Contractual Liability

Liability assumed under any Policy or agreement; but this exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an **Insured Contract**; or
- (2) That the **Insured** would have in the absence of the contract or agreement;
- c. Workers' Compensation

Any obligation for which the **Insured** or the **Insurer** may be held liable under any workers' compensation, disability benefits, or unemployment compensation law, or any similar law;

- d. Employee Indemnification and Employer's Liability

Bodily Injury to:

- (1) An **Employee** of the **Insured** arising out of and in the course of employment by the **Insured**; or
- (2) The spouse, child, parent, brother, or sister of that **Employee** as a consequence of paragraph(1) above;

This exclusion applies:

- (a) Whether the **Insured** may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
But this exclusion does not apply to **Bodily Injury** to domestic employees not entitled to workers' compensation benefits or to liability assumed by the **Insured** under an **Insured Contract**;

- e. Fellow Employee

Bodily Injury to any fellow **Employee** of the **Insured** arising out of and in the course of the fellow Employee's employment;

- f. Care, Custody, and Control

Property Damage to property owned or transported by the **Insured** or in the **Insured's** care, custody, or control. But this exclusion does not apply to liability assumed under a sidetrack agreement or where specifically covered by the **Insurer**;

- g. Handling of Property

Bodily Injury or **Property Damage** resulting from the handling of property:

- (1) Before it is moved from the place where it is accepted by the **Insured** before movement into or onto the **Covered Auto**, or
- (2) After it is moved from the **Covered Auto** to the place where it is finally delivered by the **Insured**;

- h. Movement of Property by Mechanical Device

Bodily Injury or **Property Damage** resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the **Covered Auto**;

- i. Operations

Bodily Injury or **Property Damage** arising out of the operation of any equipment listed in Section I (Excess **Auto** Liability Coverage) J. (Definitions) 13. f. (2) and (3) (definition of **Mobile Equipment**);

j. Completed Operations

Bodily Injury or Property Damage arising out of the **Insured's** work after that work has been completed or abandoned;

In this exclusion, the **Insured's** work means:

- (1) Work or operations performed by the **Insured** or on its behalf; and
- (2) Materials, parts, or equipment furnished in connection with such work or operations.

The **Insured's** work includes warranties or representations made at any time with respect to the fitness, quality, durability, or performance of any of the items included in subparagraphs (1) or (2) above.

The **Insured's** work will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in the **Insured's** Policy has been completed;
- (b) When all of the work to be done at the site has been completed if the **Insured's** Policy calls for work at more than one site; or
- (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.

k. Pollution

Bodily Injury or Property Damage arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of **Pollutants** at any time:

- (1) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, handled, or handled for movement into, onto or from the **Covered Auto**;
 - (b) Otherwise in the course of transit by or on behalf of the **Insured**; or
 - (c) Being stored, disposed of, treated, or processed in or upon the **Covered Auto**;
- (2) Before the **Pollutants** or any property in which the **Pollutants** are contained are moved from the place where they are accepted by the **Insured** for movement into the **Covered Auto**; or
- (3) After the **Pollutants** or any property in which the **Pollutants** are contained are moved from the **Covered Auto** to the place where they are finally delivered, disposed of or abandoned by the **Insured**.

Paragraph (1) above applies only to liability assumed under an **Insured Contract**.

Paragraphs (2) and (3) above do not apply to **Accidents** that occur away from premises owned by or rented to an **Insured** with respect to **Pollutants** not in or upon a **Covered Auto** if:

- (1) The **Pollutants** or any property in which the **Pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a **Covered Auto**; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the **Pollutants** is caused by such upset, overturn, or damage.

I. Asbestos

Bodily Injury or Property Damage arising directly or indirectly out of, or resulting from, caused by or contributed to by:

- (1) The use of, sale of, installation of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
- (2) The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
- (3) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts a. or b. above; or
- (4) Any obligation of the **Insured** to indemnify or contribute with any party in connections with subparagraphs (1), (2) or (3) above.

m. Electromagnetic Radiation

Bodily Injury or Property Damage arising directly or indirectly out of, or resulting from, caused by or contributed to by electromagnetic radiation, provided that such **Loss**, cost or expense results from or is contributed by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.

n. Lead

Bodily Injury or Property Damage arising directly or indirectly out of, or resulting from, caused by or contributed to by:

- (1) The toxic or pathological properties of lead, lead compounds, or lead contained in any materials;
- (2) The actual or threatened abatement, mitigation, removal or disposal of lead, lead compounds or materials containing lead;
- (3) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts (1) or (2) above; or
- (4) Any obligation of the **Insured** to indemnify or contribute with any party in connections with subparagraphs (1), (2) or (3) above.

o. Fungus

Bodily Injury or Property Damage arising directly or indirectly out of, or resulting from, caused by or contributed to by:

- (1) Any **Fungus(es)** or **Spore(s)**;
- (2) Any solid, liquid, vapor, or gas produced by or arising out of any **Fungus(es)** or **Spore(s)**;
- (3) Any material, product, building component, or building structure that contains, harbors, nurtures, or acts as a medium for any **Fungus(es)** or **Spore(s)**;
- (4) Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors nurtures or acts as a medium for any **Fungus(es)** or **Spore(s)**;
- (5) The actual or threatened abatement, mitigation, removal, or disposal of **Fungus(es)** or **Spore(s)** or any material, product, building component, or building structure that contains, harbors, nurtures, or acts as a medium for any

Fungus(es) or Spore(s);

- (6) Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with parts (1), (2), (3), (4) or (5) above; or
- (7) Any obligation of the **Insured** to indemnify or contribute with any party in connections with subparagraphs (1), (2), (3), (4), (5) or (6) above.

p. Silica

Bodily Injury or Property Damage arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, congestion of, contact with, exposure to, existence of, or presence of:

- (1) **Silica, Silica-Related Dust**, exposure to **Silica** or the use of **Silica**;
- (2) Any damages or any **Loss**, cost expense arising, in whole or in part, out of any
 - (a) **Claim** or **Suit** by or on behalf of any governmental authority or any other alleged responsible party because of, or
 - (b) Request, demand, order or statutory or regulatory requirement that any **Insured** or any other person or entity should be, or should be responsible for:
 - (i) Assessing the presence, absence, amount or effects of **Silica or Silica-Related Dust**;
 - (ii) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, neutralizing, treating, detoxifying, remediating, abating, disposing of, or mitigating **Silica or Silica Related-Dust**; or
 - (iii) Responding to **Silica or Silica-Related Dust** in any way other than as described in (b)(i) and (ii) above;
- (3) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts (1) or (2) above; or
- (4) Any obligation of the **Insured** to indemnify or contribute with any party in connections with subparagraphs (1), (2) or (3) above.

q. Nuclear Hazard

Bodily Injury or Property Damage arising directly or indirectly out of, or resulting from, caused by or contributed to by:

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

r. War

Bodily Injury or Property Damage, however caused, arising directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (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;

s. Punitive or Exemplary Damages

Any amount the **Insured** may become legally obligated to pay for punitive or exemplary damages, fines, or statutory penalties, whether imposed by law or otherwise.

t. Auto Racing

Bodily Injury or Property Damage arising out of automobile racing, demolition, contest or stunting activity, practice, or exhibition.

u. Sovereign Immunity

Any **Claim** to pay damages that the **Insured** or **Covered Person** would not be obligated to pay under applicable sovereign immunity laws if this Policy was not obtained. The existence of this Policy does not constitute a waiver of any statutory immunity or limitation on the amount of damages that can be awarded against the **Insured** or **Covered Person**.

4. Limit of Liability for Excess Auto Liability Coverage

Regardless of the number of **Covered Autos**, **Covered Persons**, contributions paid, claims made or vehicles involved in the **Accident**, the most the **Insurer** will pay for the total of all damages combined resulting from any one **Accident** is the Limit of Insurance for Liability Coverage shown in the **Declarations**.

All **Bodily Injury** and **Property Damage** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **Accident**.

If any **Accident** is Insured in whole or in part under more than one (1) Coverage Agreement of this **Policy**, including, but not limited to, any **Claim** covered by Section I (Excess **Auto** Liability Coverage) of the **Policy**, the most the **Insurer** will pay for such **Loss** shall not exceed the largest Limit of Liability available under any one of those Insuring Agreement. If all limits are equal, only one limit will still apply.

5. Definitions for Excess Auto Liability Coverage

- a. **Claim** means a demand or civil **Suit** received by the **Insured** arising out of an **Accident** to which this **Policy** applies.
- b. The following are **Covered Persons**:
 - (1) The Insured as stated in the Policy Declarations;
 - (2) Any official, volunteer, or employee of the **Insured** while acting within the scope of his duties as such, and any person, organization, trustee, or estate to whom the **Insured** is obligated by virtue of an **Insured Contract** to provide coverage such as is offered by this coverage, but only in respect to operations by or on behalf of the **Insured**;
 - (3) Any person while using a **Covered Auto** provided the actual use thereof is by the **Insured** or with its permission. This coverage with respect to any person or organization other than the **Insured** does not apply:
 - (a) To any person or organization, or to any agent or Employee thereof, operating an automobile sales agency, repair shop, service station, storage garage, or public parking place, with respect to any **Accident** arising out of the operation thereof unless the business is the **Insured's**;
 - (b) To any Employee with respect to injury to or sickness, disease or death

of another Employee of the **Insured** injured in the course of such employment in an **Accident** arising out of the maintenance or use of the **Auto** in the business of the **Insured**;

- (c) With respect to any **Covered Auto**, to the owner or a lessee thereof, other than the **Insured**, nor to any agent or employee of such owner or lessee;
- (d) With respect to any **Non-Covered Auto**, to any official or employee if such **Auto** is owned by him or a member of the same household;
- (e) To anyone other than the **Insured's Employees** or a lessee or borrower, or any of their employees, while moving property to or from a **Covered Auto**; and
- (f) To anyone liable for the conduct of the **Insured** described above but only to the extent of that liability. However, the owner or anyone else from whom the **Insured** hires or borrows a **Covered Auto** is Insured only if that **Auto** is a **Trailer** connected to a **Covered Auto** the **Insured** owns.

B. EXCESS AUTO LIABILITY CONDITIONS

The following conditions apply in addition to the General Conditions (Section IV):

1. Loss Conditions

a. Appraisal for Physical Damage Loss

If the **Insured** and the **Insurer** disagree on the amount of **Loss**, either may demand an appraisal of the **Loss** within sixty (60) days after receipt of **Proof of Loss** by the **Insurer**. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. If they cannot agree on an umpire within fifteen (15) days, either may request that a judge of a court having jurisdiction make the selection. The appraisers will state separately the **Actual Cash Value** and amount of **Loss**. If they fail to agree, they will submit their difference to the umpire. A decision agreed to by any two will be binding. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

If the **Insurer** submits to an appraisal, the **Insurer** will still retain its right to deny the **Claim**.

b. Duties in the Event of **Accident, Claim, Suit** or **Loss**

- (1) In the event of an **Accident, Claim, Suit**, or **Loss**, the **Insured** must give the **Service Provider** prompt notice of the **Accident** or **Loss**. Including:
 - (a) How, when, and where the **Accident** or **Loss** occurred;
 - (b) The **Covered Person's** name and address; and
 - (c) To the extent possible, the names and addresses of any injured persons and witnesses.
- (2) Additionally, the **Insured** and any other involved **Covered Person** must:
 - (a) Assume no obligation, make no payment, or incur no expense without the **Insurer's** consent, except at the **Covered Person's** own cost;
 - (b) Immediately send the **Service Provider** copies of any demand, notice, summons, or legal paper received concerning the **Claim** or **Suit**;
 - (c) Cooperate with the **Insurer** in the investigation, settlement, or defense of the **Claim** or **Suit**;
 - (d) Authorize the **Insurer** to obtain medical records or other pertinent information; and
 - (e) Submit to examination, at the **Insurer's** expense, by physicians of the **Insurer's** choice, as often as the **Insurer** reasonably requires.
- (3) If there is a **Loss** to a **Covered Auto** or its equipment the **Insured** must also do

the following:

- (a) Promptly notify the police if the **Covered Auto** or any of its equipment is stolen;
- (b) Take all reasonable steps to protect the **Covered Auto** from further damage and keep a record of all expenses for consideration in the settlement of the **Claim**;
- (c) Permit the **Insurer's** representative to inspect the **Covered Auto** and records proving the **Loss** before its repair or disposition; and
- (d) Agree to examinations under oath at the **Insurer's** request and give the **Insurer** a signed statement of the **Insured's** answers.

c. Legal Action Against the Insurer

No one may bring a legal action against the **Insurer** under this Section I (Excess **Auto** Coverage) until:

- (1) There has been full compliance with all the terms of this **Policy**; and
- (2) Under **Liability Coverage**, the **Insurer** agrees in writing that the **Covered Person** has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this **Policy** to bring the **Insurer** into an action to determine the liability of the **Covered Person**.

d. Transfer of Rights of Recovery Against Others to the Insurer

If any person or organization to or for whom the Insurer makes payment under this **Policy** has rights to recover damages from another, those rights are transferred to the **Insurer**. That person or organization must do everything necessary to secure the **Insurer's** rights and must do nothing after an **Accident** or **Loss** to impair them.

2. General Conditions

a. Bankruptcy

Bankruptcy or insolvency of the **Insured** will not relieve the **Insurer** of any obligations under this **Policy**.

b. Concealment, Misrepresentation or Fraud

This **Policy** is void in any case of fraud by a **Covered Person** relating to it. It is also void if the **Insured** intentionally conceals or misrepresents a material fact concerning:

- (1) This **Policy**;
- (2) The **Covered Auto**; or
- (3) The **Insured's** interest in the **Covered Auto**.

c. Liberalization

If this **Policy** is revised to provide more coverage without additional charge, this **Policy** will automatically provide the additional coverages the day of the revision and adoption.

d. No Benefit to Bailee - Physical Damage Coverages

The **Insurer** will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing, or transporting property for a fee regardless of any other provision of this coverage form.

e. Other Coverage

- (1) This **Policy** shall only pay **loss** that is in excess of the Deductible or self-insured retention applicable to each occurrence, accident, act or claim.
- (2) When this **Policy** and any other policy or policies covers on the same basis, the **Insurer** will pay only its share. This share is the proportion that the limit of the **Policy** bears to the total of the limits of all the coverage forms and policies covering on the same basis.

f. Policy Period, Coverage Territory

Under this Section I (Excess **Auto** Coverage), the **Insurer** covers **Accidents** and **Losses** occurring:

- (1) During the **Policy Period** shown on the **Declaration Page**; and
- The **Coverage Territory** is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico; and
- (4) Canada.

The **Insurer** will also cover **Loss** to, or **Accidents** involving, a **Covered Auto** while being transported between any of these places.

g. Two or More Policy's Issued by the Insurer

If this Policy and any other Policy issued to the **Insured** by the **Insurer** apply to the same **Accident**, the aggregate maximum limit of coverage under any one **Policy** or Policy(s) shall not exceed the highest applicable limit under any one **Policy**.

h. Sub-Limits

All supplemental coverages provided in this Section I (Auto Liability) that are subject to a sub-limit are deleted in their entirety in the event that the **Insured's** Self-Insured Retention exceeds the stated sub-limit.

i. Not Covered

No coverage is provided for any coverage for which the words NOT COVERED or similar verbiage is shown in the **Declaration Pages**.

- j. Other Conditions
See Section IV (General Conditions) for items not addressed in this Section I (Excess **Auto** Liability Coverage).

C. DEFINITIONS

1. **Accident** includes continuous or repeated exposure to the same conditions resulting in Bodily Injury or Property Damage.
2. **Application** means the document or documents required from the **Insured** prior to and during its participation in the **Insurer**.
3. **Auto** means a land motor vehicle, **Trailer**, or semi-trailer designed for travel on public roads which is specifically described per the Schedule that is on file with us at the time of the “**loss**” or “**accident**” that occurs during the “**policy period**” but does not include **Mobile Equipment**.
4. **Bodily Injury** means bodily injury, sickness, or disease sustained by a person including death resulting from any of these.
5. **Comprehensive Coverage** means loss from any cause except:
 - a. The **Covered Auto**'s collision with another object; or
 - b. The **Covered Auto**'s overturn.
6. **Collision Coverage** means **Loss** caused by:
 - a. The **Covered Auto**'s collision with another object; or
 - b. The **Covered Auto**'s overturn.
7. **Coverage Territory** means as described in Section I (Excess **Auto** Liability Coverage) B. (Excess **Auto** Liability Conditions) 2 (General Conditions) f (**Policy Period, Coverage Territory**).
8. **Covered Auto** means
 - a. The following are **Covered Autos**:
 - (1) All vehicles which are specifically described per the Schedule that is on file with us at the time of the “**loss**” or “**accident**” that occurs during the “**policy period**.”

However, Covered Auto does not include any vehicle not owned by the **Insured** and which is owned, maintained or used by Volunteer Emergency Services Personnel. Emergency Services Personnel shall include, but are not limited to: firefighter, Emergency Medical Technician, fire and rescue personnel, paramedic, and ambulance technician.
 - b. **Covered Autos** Acquired by the **Insured** After the Coverage Begins.
The **Insured** has coverage for **Covered Autos** that the **Insured** acquires after coverage begins for the remainder of the **Policy Period**.
 - c. Certain **Trailers, Mobile Equipment**, and Temporary Substitute **Autos**.

The following types of vehicles are also **Covered Autos** for Liability Coverage:

- (1) Trailers;
- (2) **Mobile Equipment** while being carried or towed by a **Covered Auto**; and
- (3) any **Auto** the **Insured** does not own while used with the permission of its owner as a temporary substitute for a **Covered Auto** the **Insured** owns that is out of service because of its breakdown, repair, servicing, **Loss**, or destruction.

9. Insured Contract means:

- a. A sidetrack agreement;
- b. An easement or license agreement in connection with vehicle or pedestrian private railroad crossing at grade;
- c. Any other easement agreement, except in connection with construction or demolition operation on or within 50 feet of a railroad;
- d. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality; or
- e. That part of any other Policy or agreement pertaining to the **Insured's** operation under which the **Insured** assumes the tort liability of another to pay damages because of **Bodily Injury** or **Property Damage** to a third person or organization if the Policy or agreement is made prior to the **Bodily Injury** or **Property Damage**. Tort liability means liability that would be imposed by law in the absence of any Policy or agreement.

An **Insured Contract** does not include that part of any Policy or agreement:

- a. That pertains to the loan, lease, or rental of an **Auto** to the **Insured**; or
- b. That holds a person or organization engaged in the business of transporting property by **Auto** for hire, harmless for the **Insured's** use of a **Covered Auto** over a route or territory that the person or organization is authorized to serve by public authority.

10. Fungus(es) includes, but is not limited to, any form of mold, mushroom, or mildew.

11. Covered Autos means land motor vehicles, **Trailers**, or semi-trailers that the **Insured** leases, hires, rents, or borrows designed for travel on public roads. This does not include **Mobile Equipment**. This does not include any **Auto** the **Insured** leases, hires, rents, or borrows from any of the **Insured's Employees** or member of their households.

12. Loss means direct and accidental damage or **Loss**.

13. Mobile Equipment means any of the following categories 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 the **Insured** owns or rents;
- 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 subparagraphs 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 subparagraphs a, b, c, or d above that are 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.

14. Non-Covered Autos mean land motor vehicles, **Trailers**, or semi-trailers that the **Insured** DOES NOT own, lease, hire, rent, or borrow, designed for travel on public roads that are used in connection with the **Insured's** business. This does not include **Mobile Equipment**. **Non-Covered Auto** includes **Autos** owned by the **Insured's** **Employees** or partners or members of their households but only while used in the **Insured's** business. Non-Covered Auto also means any autos which are not specifically described per the Schedule that is on file with us at the time of the "loss" or "accident" that occurs during the "policy period."

15. Occupying means in, upon, using, getting in, on, out of, or off.

16. Covered Auto means an **Auto** owned by the **Insured** and designed for travel on public roads.

17. Physical Damage Coverage means:

- a. **Comprehensive Coverage** from any cause except:
 - (1) The **Covered Auto's** collision with another object; or
 - (2) The **Covered Auto's** overturn.
- b. **Collision Coverage** caused by:
 - (1) The **Covered Auto's** collision with another object; or
 - (2) The **Covered Auto's** overturn.

18. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes material to be recycled, reconditioned, or reclaimed.

19. Property Damage means damage to or **Loss** of use of tangible property.

20. Silica means silicon dioxide (occurring in crystalline, amorphous and impure forms), **Silica** particles, **Silica-Related Dust** or **Silica** compounds.

21. Silica-Related Dust means a mixture or combination of **Silica** and other dust or particles.

22. Spore(s) include any reproductive body produced by or arising out of any **Fungus(es)**.

23. Suit means a civil proceeding in which damages because of **Bodily Injury** or **Property Damage** to which this **Policy** applies are alleged. **Suit** includes an arbitration proceeding alleging such damages to which the **Insured** must submit or submit with the **Insurer's** consent.

24. Supervisor means a person duly elected or appointed to serve and serving as a

Supervisor of the **Insured**.

25. Trailer means a vehicle designed to be pulled by an **Auto** and includes semi-trailer.

- SECTION II-

GENERAL CONDITIONS

A. GENERAL APPLICATION

These General Conditions shall apply to Section I (Excess Auto Liability) unless specific provisions are contained in the appropriate section.

B. CANCELLATION AND NONRENEWAL

Cancellation

1. The **Insured** shown in the **Declarations** may cancel this **Policy** by giving a minimum of 90 days written notice to the **Insurer**.
2. The **Insurer** may cancel this **Policy** by mailing or delivering to the **Insured** written notice of cancellation at least:
 - a) 10 days before the effective date of cancellation if the **Insurer** cancels for nonpayment of premium; or
 - b) 90 days before the effective date of cancellation if the **Insurer** cancels for any other reason.
3. The Insurer will mail or deliver notice to the Insured's last mailing address known to the Insurer.
4. Notice of cancellation by the Insurer will be the end of the fiscal year, unless the Policy is cancelled for nonpayment of premium. If the cancellation is due to nonpayment of premium, the notice of cancellation will state the effective date of the cancellation and that date will become the end of the Policy Period. Cancellation will not affect coverage on any shipment in transit on the date of the cancellation. Coverage will continue in full force for such property in transit until it is delivered and accepted.
5. If this Policy is cancelled by the Insurer for any reason other than nonpayment of premium, the Insurer will send to the Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

Nonrenewal

In the event the Insurer decides not to renew this **Policy**, the Insurer will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date of the **Policy**.

C. DEFINITIONS

In this **Policy**, defined terms shall have the meanings below and as set forth in the different **Sections**, unless the context clearly otherwise requires, and shall have the first letter of each word capitalized. Different **Sections** may have different meanings for the same word of the defined term in which case the **Section** specific definition prevails. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa. Unless otherwise defined in a **Section** or provision therein as used in this **Policy**, the following defined terms shall have the following meanings:

1. **Declarations Page** means the page or pages at the beginning of each Section showing the

Insured and general provisions or limits of coverage.

2. **Effective Date** means at 12:01 a.m. eastern standard time on the initial date listed across from the **Policy Period** in the **Policy Declarations**.
3. **Employees** includes Supervisors of an **Insured**.
4. **Expiration Date** means 12:01 a.m. eastern standard time of the last day stated in the **Policy Period** in the **Policy Declarations**.
5. **Insurer** means Obsidian Specialty Insurance Company
6. **Insured** means the entity listed in the **Policy Declarations**.
7. **Insureds** means all entities participating in the **Insurer**.
8. **Manuscript** means a specifically written and comprised document as distinguished from a printed copy or form.
9. **Notice** means any reasonable communication to the party to be notified. Notice is reasonable if actually physically delivered in writing.
10. **Notice of Loss** means a report in writing for the **Insured** to the **Insurer** concerning every loss occurrence which may give rise to a **Claim** under this **Policy**.
11. **Policy** means this entire agreement to provide coverage for Section I (Excess Auto Liability) and includes the title pages, the table of contents and all pages and provisions referred to therein.
12. **Policy Declarations** means the items stated in the initial pages of this **Policy** listing the name of the **Insurer**, the **Insured**, **Policy Period**, Effective Date, and other items.
13. **Policy Period** means the period of time set forth in the **Policy Declarations**.
14. **Proof of Claim** or **Proof of Loss** means a signed and sworn detailed statement filed with the **Insurer** as soon as possible after the applicable event.
15. **Section** means Section I (Excess Auto Liability) and General Conditions.
16. **Service Provider** means Risk Management Programs, Inc. or its successor.
17. **State** means the state of Pennsylvania.
18. **Table of Contents** means the listing of contents of the **Policy**.

D. GENERAL PROVISIONS

The following provisions shall apply to the **Policy**, unless different provisions are specifically provided for in a Section or provision of a Section.

1. Action Against the Insurer

No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this **Policy**, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant, and the **Insurer**.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this **Policy** to the extent of the coverage afforded by this **Policy**. No person or organization shall have any right under this **Policy** to join the **Insurer** as a party in any action against the **Insured** to determine the **Insured's** liability, nor shall the **Insured** or its legal representative implead the **Insurer**.

Bankruptcy or insolvency of the **Insured** shall not relieve the **Insurer** of any of its obligations hereunder.

2. Statutes

If any of the provisions of this **Policy** conflict with the laws or statutes of any jurisdiction in which this **Policy** applies, this **Policy** is amended to conform to such laws or statutes.

3. Subrogation

If the **Insurer** pays a **Claim** under this **Policy**, it will be subrogated, to the extent of such payment, to all the **Insured's** rights of recovery from other persons, organizations, and entities. The **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The **Insurer** will have no rights of subrogation against:

- a. Any person or entity, which is a **Insured** under the **Policy**;
- b. Any other person or entity, which the **Insured** has waived its rights of subrogation against in writing before the time of loss.

The **Insured** will act in concert with the **Insurer** and all other interests concerned, in the exercises of such rights of recovery.

If any amount is recovered as a result of such proceedings, The **Insurer** will be entitled to priority of recovery against any such third party (including interest) to the extent payment has been made by the **Insurer**, plus attorney's fees, expenses or costs incurred by the **Insurer**. Any excess of this amount will be remitted to the **Insured**. If there is no recovery, the interests instituting the proceedings will bear the expense of the proceedings proportionately.

The **Insured** will do nothing after a loss to prejudice such rights of subrogation.

4. Assignment

The **Insured** shall not make any assignment of right in this **Policy** without prior written approval from the **Insurer**.

5. Bankruptcy or Insolvency

Bankruptcy or insolvency of the **Insured** shall not relieve the **Insurer** of its obligations hereunder.

6. Loss Payable

The **Insurer** will adjust each loss of the **Insured**. The **Insurer** will pay the adjusted covered loss to the **Insured**, or its order, or other appropriate person whose receipt will constitute a full release of liability under this **Policy** for such loss.

7. Other Coverage

a. This **Policy** shall only pay loss that is in excess of the Deductible or self-insured retention applicable to each occurrence, accident, act or claim.

b. When this **Policy** and any other policy or policies covers on the same basis, the **Insurer** will pay only its share. This share is the proportion that the limit of the **Policy** bears to the total of the limits of all the coverage forms and policies covering on the same basis.

8. In manner of limitation only, unless specified differently in a provision of this **Policy**, coverage shall apply only to any occurrences/accidents/wrongful acts during the **Policy Period**. Any coverage for occurrences/accidents/wrongful acts prior to the **Policy Period** must be specifically contracted for and shall exclude any occurrences/accidents/wrongful acts known to the **Insured**.

This Endorsement Changes the Policy. Please Read Carefully.

SELF-INSURED RETENTION LIMIT AMENDATORY ENDORSEMENT

This Endorsement modifies coverage provided under the following:

EXCESS AUTO LIABILITY (Section I) A. (Liability)

SCHEDULE

SELF-INSURED RETENTION LIMITS:

Each Occurrence Self-Insured Retention Limit	\$25,000
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1. LIMITS OF COVERAGE AND SELF-INSURED RETENTION LIMITS

- a. The Self-Insured Retention Limits shown in the schedule above are inclusive of all sublimits which are or may be contained in Section I (Excess **Auto Liability**) **Policy**.
- b. The Liability Limit as shown in the Declarations for Section I (Excess **Auto Liability**), and/or Excess Law Enforcement are exclusive of the self-insured retention limit shown in the schedule above.
- c. The Each **Occurrence** Self-Insured Retention Limit shown in the Schedule above and the rules below fix the most the **Insured** will pay regardless of the number of claims made, suits brought, or persons or organizations making claims or bringing suits before the Limits of Liability applies.

The Each **Occurrence** Self-Insured Retention Limit is not exhausted or diminished by payment of any loss, defense costs, claim or suit that is not covered by this Coverage Form or would not be covered if the damage and defense cost payable were in excess of the Each **Occurrence** Self-Insured Retention Limit.

The Each **Occurrence** Self-Insured Retention Limit is the most the **Insured** will pay under Section I (Excess Auto Liability), A. (Liability) and/or Excess Law Enforcement for the sum of damages and defense costs because of **bodily injury**,

property damage, personal injury and advertising injury arising out of any one **occurrence** before our obligation to begin payment commences.

2. The DEFENSE OF SUITS- Coverage Section I (Excess Auto Liability), A. (Liability) 1. (Liability Coverage Agreement), b.; are deleted in their entirety and replaced by the following:

- a. Unless the damages and defense costs payable are in excess of the Each **Occurrence** Self-Insured Retention Limit, the **Insurer** does not have the duty to defend suits against the **Insured** seeking damages or to pay defense costs. However, the **Insurer** may associate at its expense in the suit.
- b. When the sum of damages and defense costs is in excess of the Each **Occurrence** Self-Insured Retention Limit, the **Insurer** has the duty to defend suits against the **Insured** seeking damage payable under this coverage.

The Each **Occurrence** Self-Insured Retention will be applied separately to each **occurrence** as respects first the payment of damages and then to the payment of defense costs. The balance of any defense costs due will be payable by the **Insurer** subject to the Limits of Liability.

If the claim or suit involves defense costs only, in no event shall the **Insured** or any **Covered Person** be obligated to pay defense costs in connection with any one **occurrence** for an amount greater than the Each **Occurrence** Self-Insured Retention Limit stated in the Declarations.

If a claim or suit with respect to any one **occurrence** is settled or adjudicated for a sum greater than the Each **Occurrence** Self-Insured Retention Limit, payment of defense costs in connection therewith shall be payable by the **Insurer** subject to the Limits of Liability.

It is agreed that any defense costs that the **Insured** or the **Insurer** pay in excess of the portion owed will be promptly reimbursed.

If the **Insurer** determines that the damages and defense costs payable may be in excess of the Each **Occurrence** Self-Insured Retention Limit, the **Insurer** has the right to control the defense of the suit.

- c. The **Insurer's** right and duty to defend suits and to pay defense costs end when the **Insurer** has used up the amount of coverage available as provided under LIMITS OF LIABILITY AND SELF-INSURED RETENTION LIMITS set forth above. This applies both to suits pending at that time and those filed thereafter.
- d. As soon as practicable after becoming aware that the Limits of Liability available or the Self-Insured Retention Limits are exhausted:
 - 1. Notification will be made of any outstanding claims or suits; and
 - 2. Arrangement will be made to assume control of the defense.

- e. Until the transfer of control of the defense of suits is complete, steps on behalf of the **Insured** that are believed appropriate will be taken:

1. To avoid default in any suit; or
2. To continue the defense of a suit.

If such steps are taken, it is agreed that:

1. Any defense cost that arises out of such steps will be promptly reimbursed; and
2. The **Insurer** does not waive or give up any of its rights under this coverage.

- f. Defense cost will not reduce the Limits of Liability. Defense cost will reduce the Each **Occurrence** Self-Insured Retention Limit.

3. When used in this endorsement, the term **occurrence** with respect to:

- a. **Personal Injury** means an offense described in the definition of **Personal Injury** which was committed during the **Policy Period**; and
- b. **Advertising Injury** means an offense as described in the definition of **Advertising Injury** which was committed during the **Policy Period**.

25-26 Auto Schedule

Year	Make	Model	Equip #/VIN#
1986	INTERNATIONAL	293 6x4 - Transports	290061
1985	INTERNATIONAL	293 6x4 - Transports	290103
1986	INTERNATIONAL	293 6x4 - Transports	290106
1993	INTERNATIONAL	293 6x4 - Transports	290267
1993	INTERNATIONAL	293 6x4 - Transports	290268
1994	INTERNATIONAL	293 6x4 - Transports	290292
1986	INTERNATIONAL	293 6x4 - Transports	290293
1995	INTERNATIONAL	293 6x4 - Transports	290294
1993	INTERNATIONAL	293 6x4 - Transports	290402
2000	INTERNATIONAL	293 6x4 - Transports	290427
2000	INTERNATIONAL	293 6x4 - Transports	290460
2000	INTERNATIONAL	293 6x4 - Transports	290461
2004	INTERNATIONAL	293 6x4 - Transports	290587
2004	INTERNATIONAL	293 6x4 - Transports	290588
2004	INTERNATIONAL	293 6x4 - Transports	290589
2004	INTERNATIONAL	293 6x4 - Transports	290590
2004	INTERNATIONAL	293 6x4 - Transports	290591
2004	INTERNATIONAL	293 6x4 - Transports	290592
2004	INTERNATIONAL	293 6x4 - Transports	290593
2004	INTERNATIONAL	293 6x4 - Transports	290594
2004	INTERNATIONAL	293 6x4 - Transports	290595
2004	INTERNATIONAL	293 6x4 - Transports	290596
2015	FREIGHTLINER	293 6x4 - Transports	290714
2015	FREIGHTLINER	293 6x4 - Transports	290715
2001	STERLING	293 6x4 - Transports	290732
2018	FREIGHTLINER	293 6x4 - Transports	290733
2018	FREIGHTLINER	293 6x4 - Transports	290734

2018	FREIGHTLINER	293 6x4 - Transports	290735
2018	FREIGHTLINER	293 6x4 - Transports	290736
2018	FREIGHTLINER	293 6x4 - Transports	290737
2009	FREIGHTLINER	293 6x4 - Transports	290807
2014	WESTERN STAR	293 6x4 - Transports	290808
2014	WESTERN STAR	293 6x4 - Transports	290809
1985	FORD	212 Truck 5th Wheel - Diesel	210075
1987	GMC	212 Truck 5th Wheel - Diesel	210077
2006	GILLIG	TRANSIT BUS	15GCB211361111941
2002	Blue Bird	School/transit	1BABNBXA82F204494
1999	INTERNATIONAL	3800	1HVBBAAAL1XH678666
1995	INTERNATIONAL	4200	1HVBBABL9SH621848
2017	IC	CE	4DRBUC8N8HB511840
2014	Freightliner	Cascadia	3AKJGLD53ESFW2567
2013	Freightliner	Cascadia	1FUJGHDV7DSFB5759
2013	Freightliner	Cascadia	1FUJGHDV3DSFB5760
1997	Freightliner	FL120	1FUWDSYA1VL846921
1993	Freightliner	T3 FLD120	1FUYDSEB2RH42584
2009	Freightliner	FL70	1FUJA6CKX9DAH5884
2017	Freightliner	Cascadia PRL-08C Evolution	3AKJGLDR3HSJE9130
1997	Freightliner	Line Truck	1FUWHLBAWH943472
1994	Freightliner	Betty	1FUY3EDB6SP659528
2007	Freightliner	Peterbilt	1XP7D49X98D764863
2004	Freightliner	FedEX/Kenworth	3WKDA48X65F083287
2013	Freightliner	Model/CA125SLP	3AKJGLDR1DSFE4308
2014	Peterbilt	367	1XPTP40X2ED243319
2007	Kenworth	W900B 450HP	1XKWD49X57R183167
1995	Freightliner	Truck	1FUY3EDB6SP659528
2016	International	Pro Star	3HSDJAPR3GN734763